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ABSTRACT

Collective bargaining agreements for two Maryland Community Colleges are presented, one between the Board of Trustees of Montgomery Community College and the Montgomery College Chapter of the American Association of University Professors, and the other between the City of Baltimore and the Community College of Baltimore Faculty Federation. Both agreements include articles related to bargaining agent recognition, grievances, leaves of absense, salaries, insurance and related benefits, no strike/no lockout pledge, and the scope of the agreement. In addition, the Montgomery Community College agreement covers management functions, faculty appointments and discharges for just cause, workload, and chapter rights. The Community College of Baltimore agreement includes articles on union-board relations, union activities, academic freedom and non-discrimination, conditions of employment, conformity to law, duration of the memorandum of understanding, management rights, procedures for future negotiations, responsibilities of unit members with respect to the agreement and work rules, and a college calendar. Montgomery College's benefit plan is appended. (MDB)

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SELECTED COLLECTIVE BARGAINING AGREEMENTS

OF

MARYLAND TWO-YEAR COLLEGES

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JC 870 512

Agreement between Board of Trustees Montgomery Community College and Montgomery College Chapter American Association of University Professors

Effective June 26, 1986

Campuses at Germantown, Rockville and Takoma Park
Montgomery County, Maryland

AGREEMENT

PREAMBLE

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE Board of Trustees of Montgomery Community College ("Board") and the Montgomery College Chapter of the American Association of University Professors ("Chapter").

ARTICLE 1 - RECOGNITION OF CHAPTER

Section 1.1 - Management Defined. Whenever used in this Agreement, the term "Management" shall mean the Board and/or the administrative staff designated by the Board to implement and administer the Board's policies.

Section 1.2 - Exclusive Representative. The Board recognizes the Chapter as the exclusive representative of faculty members, as defined in Section 1.3 of this Article, for the purpose of collective bargaining.

Section 1.3 - Faculty Member Defined. Whenever used in this Agreement, the term "faculty member" shall mean all faculty personnel teaching twenty-four (24) or more course credit hours per academic year, including department chairpersons; full-time faculty personnel assigned by Management as counselors, librarians, and learning resources professionals; but excluding employees directly involved in the determination of policy; supervisory and confidential employees, as defined in Section 16-510.1 (A)(6) and (17) of the Education Article of the Annotated Code of Maryland ("Act"); employees whose salaries are funded from public and/or private grants and not from revenues generally available at the present time to all community colleges pursuant to

Title 16 of the Act; student assistants; employees performing the following functions: Campus Director of Educational Support Services; Director of Nursing, Takoma Park Campus; Director of Student Activities, Takoma Park Campus; Director of Athletics, Germantown Campus; Director of Athletics, Rockville Campus; Director of Athletics, Takoma Park Campus; and all other employees.

ARTICLE 2 - MANAGEMENT FUNCTIONS

Section 2.1 - Retention of Management Prerogatives. All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in Management and may be exercised by Management at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to generally determine and effect the mission of Montgomery College; to evaluate and select applicants for employment; to evaluate faculty members for purposes of salary increases, retirement, promotion, demotion, transfer, layoffs and recall; to discipline and discharge faculty members for just cause; to grant salary increases and to retire, promote, demote, transfer, lay off and recall faculty members; to subcontract or use independent contractors in fulfilling the mission of Montgomery College and in undertaking any and all functions or activities for which Management might otherwise use personnel employed by Montgomery College; to determine the academic calendar, including the number and dates of duty days for faculty members, and the commencement and ending of each duty day; to expand, reduce, alter, combine, transfer, or terminate any position(s), department(s), program(s), service(s), or

curriculum; to allocate and expend funds and determine financial policies and procedures of Montgomery College; to control, regulate, and determine the use and location of all Montgomery College facilities, including campuses, machinery, equipment, buildings, other property, and support services; to determine the size and composition of the work force; to designate substitutes for faculty members; to introduce new or improved research and operational methods; to set the standards of productivity, the services to be rendered and functions to be performed; to initiate, design, develop, adopt, modify, delete, approve, schedule, and authorize all courses and programs to be offered by Montgomery College; to determine program and course curriculum content, objectives, grading standards and procedures; to establish class schedules; to determine class size; to assign work; to determine qualifications of faculty members; to renew or not renew the appointment of a faculty member; to determine the number of faculty members employed pursuant to tenure track appointments; to determine the procedures for the selection of a faculty member for employment pursuant to a tenure track appointment; to establish, modify and enforce policies, rules, regulations, procedures, and standards not in conflict with an express provision of this Agreement; and, in all other respects, to plan, manage, evaluate, administer, govern, control, and direct Montgomery College, its operations and personnel.

Section 2.2 - Exercise of Management Prerogatives. Management shall establish, in consultation with faculty members, governance and other procedures which will enable faculty members to advise Management in: the evaluation and selection of applicants for employment; the evaluation of faculty members for purposes of salary increases, promotion, renewal, or nonrenewal of the appointment of faculty members; the selection of a faculty

member for employment pursuant to a tenure track appointment; the initiation, design, development, and modification of courses and programs to be offered by Montgomery College; the determination of course, program and curriculum content and objectives; the determination of grading standards and procedures; and the determination of the academic calendar; provided the Management and the Chapter agree that such procedures are not subject to the collective bargaining process; and provided further that Management, in not exercising any function hereby reserved to it pursuant to Section 2.1, or in exercising any such function in a particular way (including the exercise of such function through the procedures established pursuant to this Section 2.2), shall not be deemed to have waived its right to exercise such function or preclude Management from exercising the same in some other way.

Section 2.3 - New or Changed Procedures. If Management desires to publish in the Montgomery College Policies and Procedures Manual new or changed procedures to administer Articles 3 through 9 of this Agreement, Management will submit to the Chapter, in writing at least thirty (30) calendar days prior to their effective date, such new or changed procedures.

Article 3 - GRIEVANCE PROCEDURE

Section 3.1 - Standard Procedure.

(A) Definition of Grievance. A "grievance" is an allegation by a faculty member that Management has violated an express provision of this Agreement and that such faculty member has been personally aggrieved thereby. An allegation that a faculty member has been recommended for discharge or has been discharged shall not be a grievance within the meaning of this Article 3.

(B) Procedures. If a grievance cannot be resolved through informal discussion, it shall be processed as follows:

Step 1. Within ten (10) days after the event giving rise to the grievance or after the faculty member reasonably should have known of the event giving rise to the grievance, the aggrieved faculty member may submit a written grievance to the faculty member's immediate supervisor with a copy to the Director of Employee Relations. The immediate supervisor shall schedule a meeting with the faculty member to be held within ten (10) days after receipt of the written grievance. The immediate supervisor shall submit a written answer to the aggrieved faculty member within ten (10) days after such meeting.

Step 2. In the event the grievance is not satisfactorily adjusted at Step 1, the aggrieved faculty member, within ten (10) days after receipt of the Step 1 answer, may submit a written appeal of the Step 1 answer to the campus provost or his designee, with a copy to the Director of Employee Relations. The campus provost or his designee shall schedule a meeting with the aggrieved faculty member to be held not later than fourteen (14) days after receipt of the Step 2 appeal. The campus provost or his designee shall submit a written answer to the aggrieved faculty member within fourteen (14) days after the Step 2 meeting.

Step 3. In the event the grievance is not satisfactorily adjusted at Step 2, the aggrieved faculty member, within ten (10) days after receipt of the Step 2 answer, may submit a written grievance appeal to the Academic Vice President or his designee, with a copy to the Director of Employee Relations. The Academic Vice President or his designee shall schedule a meeting with the aggrieved faculty member to be held not later than fourteen (14) days after receipt of the Step 3 appeal. The Academic Vice President or his designee shall submit a written answer to the aggrieved faculty member as soon as practicable after such meeting. The written answer of the Academic Vice

President or his designee shall constitute the final and binding resolution of the grievance.

(C) Written Presentation. All grievances presented at Steps 1 through 3 of this Section 3.1 shall be in writing on a form to be provided by Management, signed by the aggrieved faculty member, and set forth the specific provisions of the Agreement alleged to have been violated and the specific relief sought by the aggrieved faculty member, or the grievance shall be deemed to have been waived.

(D) Chapter Representation.

(1) Copies of Written Grievances. Upon receipt of a written grievance or written appeal submitted by a faculty member in accordance with the procedure set forth in Steps 1 through 3 of this Section 3.1, Management shall furnish a copy of same to the Chapter President; provided that, if the faculty member so requests in the written grievance, copies of the written grievance and any written appeal(s) shall be furnished by Management to the Chapter President simultaneously with the submission of Management's written answer to same to the faculty member. A copy of any written answer of Management under Steps 1 through 3 of this Section 3.1 shall be forwarded to the Chapter President simultaneously with its submission to the aggrieved faculty member.

(2) Representation at Grievance Meetings. A faculty member may be represented at the meetings held pursuant to Steps 1 through 3 of the procedure set forth in this Section 3.1 by a representative designated by the Chapter provided that such representative is a faculty member. In any event, a faculty member designated by the Chapter shall have the right to be present at such meetings unless the aggrieved faculty member objects.

Section 3.2 - Option for Advisory Arbitration.

(A) Election of Advisory Arbitration. In lieu of the submission of a written grievance appeal to the Academic Vice President, as provided in Step 3 of Section 3.1 of this Article, the Chapter, with the concurrence of the aggrieved faculty member, may elect to submit any grievance which has been properly processed through Steps 1 and 2 of the procedure set forth in Section 3.1 of this Article to advisory arbitration, by submitting to the Academic Vice President, within fifteen (15) days after receipt of the answer at Step 2 of Section 3.1 of this Article, written notice of such intent, signed by both the aggrieved faculty member and the Chapter President.

(B) Advisory Arbitrator Selection Committee. Within ten (10) days after notice of intent to submit to advisory arbitration as provided in Section 3.2 (A) of this Article, the Management and the Chapter shall refer the grievance to an Advisory Arbitrator Selection Committee consisting of one member appointed by Management and one member appointed by the Chapter.

(C) Selection of Advisory Arbitrator. The members of the Advisory Arbitrator Selection Committee established as provided in Section 3.2 (B) of this Article shall meet as soon as possible, at their mutual convenience, to attempt to settle the grievance. If they are unable to reach a settlement, they shall select an impartial advisory arbitrator. If they are unable to agree upon a choice within ten (10) days after such meeting, they shall jointly request the American Arbitration Association to furnish a list of not less than seven (7) qualified and impartial arbitrators, one of whom shall be designated by the Advisory Arbitrator Selection Committee to act as advisory arbitrator of the grievance. Selection shall be made by the Committee members alternately striking any name from the list until only one name remains. The

individual whose name remains shall be the advisory arbitrator of the grievance.

(D) Jurisdiction of Advisory Arbitrator. The jurisdiction and authority of the advisory arbitrator of the grievance and the opinion and recommendation of the advisory arbitrator shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Agreement at issue between the Chapter and Management. The advisory arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provisions of this Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure; or to consider any term or condition of employment or any other matter not expressly set forth within a provision of this Agreement. The advisory arbitrator shall not hear or decide more than one grievance without the mutual consent of Management and the Chapter. The recommendation in writing of the advisory arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority, as specified in this Agreement, shall be served on both parties and shall be advisory to the Academic Vice President.

(E) Fees and Expenses of Advisory Arbitration. The fees and expenses of the advisory arbitrator shall be shared equally by the parties. The hearing before the advisory arbitrator shall be recorded on audio tape and Management shall bear the cost of such recording. A transcript of the hearing may be obtained by either Management, the Chapter, or the faculty member only by ordering from and paying the cost of same to the transcriber.

(F) Decision of Academic Vice President. Upon receipt of the recommendation of the advisory arbitrator, the record of the proceedings

before the advisory arbitrator, and any brief(s) which may have been submitted to the advisory arbitrator, the Academic Vice President shall review the matter and issue a written decision which shall include findings of fact and his decision with respect to the grievance. The decision of the Academic Vice President shall be final and binding on Management, the aggrieved faculty member, and the Chapter. The Academic Vice President shall not consider any evidence not presented in the proceedings before the advisory arbitrator, but, upon the request of either party or upon his own initiative, may advise the parties, prior to his decision, that he will receive further briefs on the matter.

Section 3.3 - Time Limitations. Whenever used in this Article 3, the word "days" shall mean all days during the academic year or summer terms other than Saturdays, Sundays, and days designated as holidays or recess days on the academic calendar. The time limits set forth in this Article are essential to this Agreement. Said time limits may be extended only by mutual written agreement of Management and the Chapter or the aggrieved faculty member. If the aggrieved faculty member or the Chapter fails to comply with the time limits set forth in this Article, the grievance shall be deemed to have been waived. If Management fails to comply with any time limits set forth in this Article, the grievance shall automatically proceed to the next step.

Section 3.4 - Method of Delivery. For purposes of this Article, a grievance, appeal, notice of intent to submit to advisory arbitration, or Management answer, is "submitted" only if it is delivered by hand to the office of the appropriate person, as set forth in Section 3.1, or mailed to that person by certified mail, return receipt requested, through the United States Postal Service.

ARTICLE 4 -FACULTY APPOINTMENTS

Section 4.1 - Types of Appointments. Faculty members shall be employed pursuant to either a term appointment or a tenure track appointment.

Section 4.2 - Term Appointments. A faculty member employed pursuant to a term appointment shall be given a written notice of appointment for a specific term of one (1), three (3), or five (5) academic years. At the time of initial employment, a faculty member shall be appointed for a term of not less than one (1) academic year. A faculty member may not be appointed for more than three (3) terms of one (1) academic year, nor for more than two (2) terms of three (3) academic years. A faculty member appointed for a term of one (1) academic year shall receive written notice of reappointment or non-reappointment not later than March 1 of that academic year. A faculty member appointed for a term of three (3) academic years shall receive written notice of reappointment or non-reappointment not later than December 15 of the academic year at the end of which the faculty member's appointment expires. A faculty member appointed for a term of five (5) academic years shall receive written notice of reappointment or non-reappointment not later than May 30 of the fiscal year preceding the academic year at the end of which the faculty member's appointment expires, and, upon the request of the faculty member, Management will set forth, in writing, the reasons for non-reappointment to a successive five (5) year term appointment. Unless the faculty member receives notice of non-reappointment by the date specified in this Section 4.2, the faculty member's employment shall terminate, without recourse, at the end of the academic year succeeding the academic year in which the faculty member should have received notice of reappointment or non-reappointment. If the faculty member receives notice of non-reappointment, the faculty member's

employment shall terminate, without recourse, at the conclusion of the academic year in which the faculty member's appointment expires.

Section 4.3 - Tenure Track Appointments. A faculty member employed pursuant to a tenure track appointment shall serve a probationary period of seven (7) consecutive full academic years, during which time Management may terminate his employment at the end of any academic year, without recourse by the faculty member. The probationary period of a faculty member appointed to a tenure track appointment who has previously been employed by Montgomery College pursuant to one (1) or more term appointments may be reduced by the number of continuous full academic years of such prior service; provided that the probationary period shall never be reduced by more than four (4) years. A faculty member employed pursuant to a tenure track appointment who is in the first full academic year of the probationary period shall be notified by Management of its determination to terminate the faculty member's appointment not later than March 1 of the academic year at the end of which the appointment will be terminated. A faculty member employed pursuant to a tenure track appointment who has completed more than one (1) full academic year but less than three (3) consecutive full academic years of the probationary period shall be notified by Management of its determination to terminate the faculty member's appointment not later than December 15 of the academic year at the end of which the appointment will be terminated. A faculty member employed pursuant to a tenure track appointment who has completed three (3) or more full consecutive academic years but less than seven (7) full consecutive academic years shall be notified by Management of its determination to terminate the faculty member's appointment not later than May 30 of the fiscal year preceding the academic year at the end of which the

appointment will be terminated. Faculty members holding tenure track appointments shall be evaluated for the grant of tenure during the seventh (7th) academic year of the probationary period. Not later than the end of the academic year, the faculty member will be notified, in writing, that he will be granted tenure at the commencement of his eighth (8th) full consecutive academic year of employment or will be appointed to a final one (1) year term appointment, expiring at the conclusion of that academic year.

Section 4.4 - Procedure for Discharges for Just Cause.

(A) Scope. This Section 4.4 shall be applicable only to the discharge of a faculty member who has attained tenure, the termination of employment of a faculty member in the probationary period of a tenure track appointment prior to the expiration of an academic year, or to the termination of employment of a faculty member employed pursuant to a term appointment prior to the expiration of the appointment. It shall not be applicable to faculty members who are laid off, to faculty members whose employment is terminated pursuant to Section 4.2 or 4.3 of this Article, or to any other termination of employment.

(B) Informal Notice and Meeting. Prior to the initiation of the formal procedures set forth in paragraphs (C) through (I) of this Section 4.4, there shall be an informal, confidential discussion between the affected faculty member and an appropriate administrative official in an attempt to resolve the matter.

(C) Formal Notice. In the event that no satisfactory resolution is reached pursuant to the procedures set forth in subsection (B) of this Section 4.4, the Director of Personnel may submit, to the Academic Vice President, a written recommendation that the faculty member be discharged. Such

recommendation shall specify the reasons for the proposed discharge and a copy shall be forwarded to the affected faculty member.

(D) Evidentiary Hearing. Within ten (10) calendar days after receipt of the recommendation, the affected faculty member may deliver to the Academic Vice President a written request that the matter be the subject of an evidentiary hearing. If the affected faculty member fails to so request an evidentiary hearing, the faculty member's right to a hearing concerning the recommendation to discharge shall be waived and the Academic Vice President shall act on the recommendation.

(E) Appointment of Hearing Officer. If the faculty member, in accord with the procedures set forth in Subsection (D) of this Section 4.4, submits a written request that the matter be the subject of an evidentiary hearing, the Academic Vice President shall, within ten (10) calendar days after receipt of the written request, appoint an administrator who has no prior knowledge of the facts giving rise to the recommendation to serve as hearing officer.

(F) Conduct of Hearing. The hearing before the hearing officer shall be public unless the faculty member and Management mutually agree otherwise. The faculty member will be entitled to have an academic advisor and counsel of his choice present at the hearing; provided that only one (1) person shall formally enter an appearance and be entitled to participate on the faculty member's behalf. The faculty member and Management shall be entitled to examine and cross-examine witnesses and to present documentary evidence. A verbatim record of the hearing shall be made.

(G) Hearing Officer's Jurisdiction. The jurisdiction and authority of the hearing officer shall be confined exclusively to conducting an evidentiary hearing and to making findings of fact. The factual findings of the hearing

officer, together with the complete record of the proceedings before the hearing officer shall be submitted to the affected faculty member and the Academic Vice President. The hearing officer's findings of fact shall be advisory only. Within thirty (30) days after receipt of the hearing officer's advisory findings of fact, either party may submit to the Academic Vice President a written brief setting forth its position on the matter.

(H) Expenses of Hearing. Management and the affected faculty member shall bear their own costs in the presentation of the matter at the hearing. The hearing before the hearing officer shall be recorded on audio tape and Management shall bear the cost of such recording. A transcript of the hearing may be obtained by either Management or the faculty member only by ordering from and paying the cost of same to the transcriber.

(I) Decision of Academic Vice President. Upon receipt of the hearing officer's advisory findings of fact, the record of the proceedings before the hearing officer, and any brief(s) which are timely submitted, the Academic Vice President shall review the matter and issue a written decision which shall include findings of fact and a determination as to whether there was just cause for discharge. The decision of the Academic Vice President shall be final and binding on Management and the affected faculty member. The Academic Vice President shall not consider any evidence not presented in the proceedings before the hearing officer.

Section 4.5 - Reduction in Force.

(A) Notice to Chapter. At least forty-five (45) calendar days prior to the time the President of Montgomery College officially recommends the layoff of faculty members, the Chapter shall be notified of such contemplated recommendation. At the request of the Chapter, the President or his designees

shall meet with the Chapter, at reasonable times, to discuss such recommendation, and the reason(s) therefor.

(B) Notice Regarding Affected Faculty Members. Not later than thirty (30) calendar days after the layoff of faculty members is approved, Management shall notify the Chapter of the names of the faculty members who will be laid off and the effective date of such layoff, and shall notify each affected faculty member of the effective date of his or her layoff. A faculty member who has attained tenure shall be entitled to twelve (12) months notice prior to layoff.

(C) Order of Layoff. For the purposes of this section, tenured faculty members shall be referred to as Group I; faculty members employed pursuant to tenure track appointments who are in their probationary period shall be referred to as Group II; and faculty members employed pursuant to term appointments shall be referred to as Group III. Faculty members shall not be laid off if Montgomery College can provide the courses and services Management determines are to be offered by retaining faculty members and laying off part-time personnel. Groups I and II faculty members shall not be laid off if Montgomery College can provide the courses and services Management determines are to be offered by retaining such faculty members and laying off Group III faculty members or part-time personnel. Group I faculty members shall not be laid off if Montgomery College can provide the courses and services Management determines are to be offered by retaining such faculty members and laying off Group II or III faculty members or part-time personnel. Within Groups I, II, or III, faculty members shall be laid off in inverse order of qualifications; provided that, if two (2) or more faculty members are equally qualified, the least senior faculty member shall be laid off. In lieu of layoff, Management

shall assign faculty members to vacant positions which Management intends to fill, if the faculty member is qualified to fill such position. In determining whether a faculty member is qualified to teach a course or perform a service which Management determines is to be offered, the faculty member must meet the minimum qualifications, in effect at the time of layoff, for initial appointment to perform such functions.

(D) Recall. In the event of a restoration of the complement of faculty members, Management shall, in inverse order of layoff, offer vacant positions to faculty members who meet the minimum qualifications for such vacant position and who have been on layoff for a period of three (3) years or less. Laid off faculty members must notify Management within thirty (30) calendar days of receiving a recall notice that they accept the offer of employment.

ARTICLE 5 - WORK LOAD

Section 5.1 - Professional Responsibilities.

(A) Teaching Faculty. In addition to posting and maintaining three (3) office hours per week for student consultation on days approved by Management, and otherwise being available for student consultation, and performing such other professional duties as Management may require, members of the teaching faculty (faculty members other than those assigned by Management as counselors, librarians and learning resources faculty) shall be assigned a work load consisting of a standard minimum of thirty (30) equivalent semester hours per academic year determined in accord with the provisions of this Article; provided that, a work load in excess of thirty-two (32) equivalent semester hours per academic year or eighteen (18) equivalent semester hours per academic semester may be assigned by Management only with the consent of

the faculty member. No faculty member may teach in excess of thirty-six (36) equivalent semester hours per academic year. Faculty members assigned a work load in excess of thirty (30) equivalent semester hours in an academic year shall be compensated for each equivalent semester hour in excess of thirty (30) in accord with the schedule attached hereto as Appendix I. The regular schedule for a member of the teaching faculty will not require that the faculty member teach or schedule office hours on more than five (5) calendar days in any calendar week.

(B) Counselors, Librarians and Learning Resources Faculty. Counselors, librarians and learning resources faculty shall be responsible for a forty (40) hour week during the academic year, during which time they shall perform such professional duties as Management may assign or approve. The regular schedule for counselors, librarians and learning resources faculty will not require that a faculty member be on campus on more than five (5) calendar days in a calendar week. The duty days assigned to counselors, librarians and learning resources faculty during an academic year shall be equal in number to the duty days assigned to members of the teaching faculty for that academic year; provided that the dates of such duty days shall be assigned on an individual basis.

Section 5.2 - Equivalent Semester Hours for Lecture and Non-Lecture Components.

(A) Scope. This Section 5.2 shall not be applicable to any form of instructional activity not currently utilized at Montgomery College, to community service courses, to courses taught via television, to any course component designated by Management as a practicum, tutorial, independent study, clinic/field experience, or ensemble, to applied music, nor to activities covered under Section 5.3.

(B) Definitions. For the purposes of this Article 5, the following definitions shall be applicable:

(1) Semester Hour of Credit. A "semester hour of credit" is the unit of measure of academic credit assigned by Management or a corresponding value assigned by Management for a course for which no academic credit is awarded.

(2) Course Components. A "course component" is an instructional activity designated by Management as either a lecture or non-lecture. Course components designated as a lecture must generate one (1) semester hour of credit for each "lecture standard" taught.

(3) Lecture Standard. The "lecture standard" is the minimum number of minutes of instructional activity for "actual class meeting(s)" required by the Maryland State Board for Higher Education for the award of one (1) semester hour of credit.

(4) Non-Lecture Standard. The "non-lecture standard" is the minimum number of minutes of instructional activity for a "supervised laboratory or studio" required by the Maryland State Board of Higher Education for the award of one (1) semester hour of credit.

(C) Calculation of Equivalent Semester Hours. For purposes of Section 5.1 (A) of this Article, an "equivalent semester hour" is the unit of measure of a faculty member's work load. The number of equivalent semester hours for a course component designated as a lecture is the integer portion of the quotient obtained by dividing the total minutes of scheduled instructional activity (excluding final exams) for such course component by the lecture standard. The number of equivalent semester hours for a course component designated as a non-lecture is 0.75 times the integer portion of the quotient

obtained by dividing the total minutes of scheduled instructional activity (excluding final exams) for such course component by one-half (1/2) the non-lecture standard.

Section 5.3 - Equivalent Semester Hours for Other Activities.

(A) Special Centers. Faculty members assigned to a Mathematics Center, Writing Center, or Speech and Diction Center shall receive one (1) equivalent semester hour for each thirty (30) clock hours of such assigned duties.

(B) Other Assigned Activities. Where, under this Agreement, faculty members perform activities assigned by Management, not otherwise set forth in this Article, which Management determines are to be measured in terms of equivalent semester hours for purposes of Section 5.1 (A) of this Article, one (1) equivalent semester hour shall be equal to fifty (50) clock hours of such assigned activities. Not more than six (6) equivalent semester hours per semester attributable to coaching activities shall be recognized for the purpose of fulfilling the thirty (30) equivalent semester hour standard minimum work load specified in Section 5.1 (A) of this Article.

Section 5.4 - Reduced Work Load. A faculty member who has been employed for a minimum of four (4) continuous academic years and who has not been granted a reduced work load during more than one (1) of the previous eight (8) academic semesters ending immediately prior to the beginning of the academic semester for which the faculty member desires a reduced work load, may submit to the Academic Vice President a written request for reduction in work load. Such application must be submitted at least ninety (90) calendar days before the beginning of the academic semester in which such reduced work load is to commence and shall include the semester(s) for which reduced work load is requested, the purpose for which reduced work load is requested, and

information relating to the faculty member's availability or unavailability during the period for which reduced work load is requested. A reduced work load shall be granted only for a period of a full academic semester and shall not exceed two (2) consecutive academic semesters. The Academic Vice President shall grant or deny the faculty member's request in his sole discretion, without recourse by the faculty member. Faculty members, other than those assigned by Management as counselors, librarians and learning resources faculty, who are granted a reduced work load shall, in addition to posting and maintaining three (3) office hours per week for student consultation on days approved by Management, and otherwise being available for student consultation, and performing such other professional duties as Management may require, be assigned nine (9) equivalent semester hours for each semester for which reduced work load is granted. Counselors, librarians and learning resources faculty who are granted a reduced work load shall be responsible for a twenty-four (24) hour week for each semester for which reduced work load is granted, during which twenty-four (24) hour week they shall perform such professional duties as Management may assign or approve. A faculty member on reduced work load shall receive sixty percent (60%) of the salary to which the faculty member would have been entitled pursuant to Section 8.2 of this Agreement, if the faculty member had not been granted a reduced work load. During the period of reduced work load, a faculty member may continue to participate in the group insurance program described in Section 9.1 of this Agreement, except that Montgomery College shall pay, on such faculty member's behalf, only sixty percent (60%) of the premium cost which Montgomery College would contribute if the faculty member had not been granted a reduced work load. During the period of reduced work load a faculty

member shall be credited with, accrue and accumulate leave to which the faculty member is entitled pursuant to Section 6.1 of this Agreement at sixty percent (60%) of the rate specified in Section 6.1; and may be granted leave pursuant to Section 6.8 of this Agreement not to exceed one (1) day per semester. Nothing contained in this Section 5.4 shall be construed as prohibiting the grant of reduced work load more frequently, if and as Management deems appropriate.

ARTICLE 6 - LEAVES OF ABSENCE

Section 6.1 - Payment and Leave for Sickness or Disability.

(A) Purpose and Use of Leave.

(1) Personal Illness or Disability. A faculty member unable to work on account of sickness or accident disability shall be entitled to leave with pay in accord with the provisions of this Article. During the period of such leave, a faculty member shall be remunerated in the amount the faculty member would have received had the faculty member worked. For purposes of this paragraph, "sickness or accident disability" shall mean personal injury, illness, disability or quarantine.

(2) Other. A faculty member unable to work because of medical, dental or optical examination or treatment; or because the faculty member is required to care for an ill or injured member of the faculty member's immediate family shall be entitled to leave with pay in accord with the provisions of this Article. For purposes of this paragraph, "immediate family" shall mean spouse, child, sibling, parent, current parent-in-law, grandparent, grandchild, or anyone who has regularly lived in the faculty member's household.

(3) Restrictions on Use. A faculty member shall not be entitled to payment or leave under this subsection (A) for any day outside the academic year, nor for any day for which the faculty member receives compensation under the Workmen's Compensation law of Maryland.

(B) Accrual of Leave. A faculty member shall accrue leave for purposes of subsection (A) of this Section at the rate of one (1) day per calendar month, August through May.

(C) Accumulation of Sick Leave. A faculty member's unused sick leave shall accumulate and carry over from one academic year to the succeeding academic year without limit. At the time of termination of employment a faculty member who has served five (5) or more years immediately preceding such termination, shall be paid for twenty-five percent (25%) of not more than one hundred eighty (180) days of unused sick leave computed on the basis of salary at termination; provided that faculty members who, as of May 21, 1982, have accumulated in excess of one hundred eighty (180) days of unused sick leave, shall be paid at the time of termination for twenty-five percent (25%) of the unused sick leave accumulated by such faculty member as of May 21, 1982 or the date of termination, whichever is less.

(D) Crediting Leave. At the commencement of each academic year, a faculty member's leave balance under this Section 6.1 shall be credited with the ten (10) days of leave the faculty member would be entitled to accrue during that academic year; provided that, if, for any reason, a faculty member's employment relationship with Montgomery College is terminated at a time when the faculty member has utilized more leave under subsection (A) of this Section than the faculty member has actually accrued pursuant to the formula set forth in subsection (B) of this Section, the value of such excess

leave used may be deducted by Management from the faculty member's final pay.

(E) Non-Academic Year Leave. A faculty member assigned to duties to be performed between the close of one academic year and the commencement of the next academic year shall be entitled to leave under this Section 6.1 to be used and paid for in accordance with subsection (A) of this Section 6.1, provided that a faculty member may not use leave between the close of one academic year and the commencement of the next academic year in excess of the amount of such leave with which the faculty member is credited pursuant to this subsection (E). Except for counselors, librarians and learning resources faculty, leave shall be credited under this subsection (E) at the rate of one (1) day for the assignment of three (3) but less than six (6) and two (2) days for assignment of six (6) or more equivalent semester hours. For counselors, librarians and learning resources faculty, leave shall be credited under this subsection (E) at the rate of one (1) day for assignment of at least fifteen (15) days and two (2) days for assignment of thirty (30) or more days. Leave under this subsection (E) will be accumulated and carried forward into the academic year.

(F) Notice of Use of Leave. A faculty member will notify or cause to be notified the person designated by the provost of an absence chargeable to leave under this Section 6.1 prior to the time the faculty member is to report for the assigned duty for which the faculty member intends to use leave under this Section 6.1. If it is impossible to give such notice prior to reporting, such notice shall be given as soon as possible.

Section 6.2 - Court Attendance Leave. A faculty member subpoenaed as a witness in a civil or criminal case, other than a case in which the faculty member is a defendant, or a faculty member ordered to appear for jury duty

shall be entitled to leave with pay for the time required to comply with such subpoena or order. Application for leave under this Section 6.2 shall be submitted in writing to the campus provost as soon as the faculty member is served with a subpoena or order to report for jury duty.

Section 6.3 - Military Leave. A faculty member required by State or federal law to report during the academic year for training or service as a member of the National Guard or the United States Armed Forces Reserve shall be entitled to leave with pay for such purposes for a period not to exceed fifteen (15) days per Montgomery College academic year. Application for such leave shall be submitted in writing to the campus provost as soon as the faculty member receives notice to report for such service or training. Management may request the appropriate branch of government to alter the faculty member's military orders.

Section 6.4 - Bereavement Leave. A faculty member shall be entitled to leave with pay for a maximum of three (3) days in the case of death in the immediate family; namely, spouse, child, sibling, parent, current parent-in-law, grandchild, or grandparent, provided such leave is taken during the period between the date of death and the conclusion of the mourning period, both inclusive. If requested by the faculty member, an additional period of bereavement leave, not to exceed three (3) days, may be taken and deducted from the faculty member's accumulated leave under subsection (C) of Section 6.1.

Section 6.5 - Professional Meeting Leave. A faculty member may be granted leave with or without pay for the purpose of attending off-campus professional meetings. If any such leave is approved, the faculty member may also be reimbursed, in whole or in part, for travel expenses incurred in attending

such meeting. Application for such leave shall be submitted in writing to the campus provost or designee at least ten (10) calendar days prior to the use of such leave.

Section 6.6 - Sabbatical Leave. Sabbatical leave for the purpose of academic study or for other activity leading to professional growth of value to Montgomery College, may be granted to a faculty member who has completed fourteen (14) full academic semesters during which the faculty member has not been granted previous sabbatical leave. Sabbatical leave shall be either with full pay for one (1) full academic semester or at one-half (1/2) pay for two (2) consecutive academic semesters. An application for sabbatical leave, which shall include a statement of the objectives to be accomplished during the leave, shall be submitted, in writing, to the Academic Vice President, or his designee, not later than December 15 of the academic year immediately preceding the academic year in which the faculty member intends to commence such leave. A faculty member granted sabbatical leave shall, upon the expiration of such leave, return to the employ of Montgomery College for the next succeeding four (4) full academic semesters, unless otherwise notified by Management. Within sixty (60) calendar days after the beginning of the academic semester following the expiration of such leave, the faculty member shall submit a written report satisfactory to Management, establishing the successful completion of the objectives set forth in the sabbatical leave application, or the reason, if any, that the objectives were not met. No such written report will be rejected by Management for a reason that is arbitrary or capricious. However, if the written report is rejected by Management, or if the faculty member does not return from leave for the period required, then the faculty member shall reimburse Montgomery College for all monies paid to

the faculty member, or on the faculty member's behalf, during the period of sabbatical leave.

Section 6.7 - Extended Leave Without Pay. A faculty member who has completed four or more years of service may be granted leave without pay for a period not to exceed two (2) consecutive academic semesters for the purpose of educational travel, professional study or improvement, exchange or overseas teaching, political activities, family illness, child care, major religious holidays, emergency or special personal obligations which the faculty member is unable to fulfill without missing classroom or other responsibilities to Montgomery College, or such other purposes as may be deemed by Management to be in Montgomery College's interest. A faculty member who is granted such leave shall, during the period of such leave, be responsible for paying all monies necessary to maintain the faculty member's participation in the Montgomery College Group Insurance Package and any retirement plan in which the faculty member participates.

Section 6.8 - Personal Leave. A faculty member unable to work because of the observance of major religious holidays, or emergency or special personal obligations may be granted leave with pay up to a maximum of three (3) days per academic year. Application for such leave must be submitted to the campus provost at least ten (10) days prior to the intended use of such leave, unless such leave is used for an emergency which does not permit ten (10) days' notice. Such application shall be denied only for reasons of being excessive in duration, or on the grounds that such absence would unacceptably impair the academic program of Montgomery College. Nothing contained in this Section 6.8 shall be construed as prohibiting the grants of additional leaves of absence, with or without pay, as Management deems appropriate.

Section 6.9 - Short-Term Disability Benefits.

(A) Eligibility. A faculty member who has completed at least two (2) full academic semesters with Montgomery College, who is completely unable to work on account of sickness or accident disability, and who, except in the case of a sickness or accident disability compensable under the Workmen's Compensation law, has exhausted all credited leave as well as an additional ten (10) days of leave under Section 6.1 of this Article (which additional ten (10) days Management shall advance), shall be entitled to leave for the first twelve (12) calendar months the faculty member is unable to work because of such sickness or accident disability and shall be paid for the duration of such leave in accord with the provisions of subsection (B) of this Section. Notwithstanding the foregoing, disability benefits under this Section 6.9 shall not be available for illness or accident disability resulting from or contributed to by war or any act of war, whether declared or undeclared; intentionally self-inflicted injury; injury sustained in the commission of or having participated in committing a felony. Eligibility for disability benefits will automatically cease upon the date the faculty member returns to active duty with Montgomery College; the faculty member's seventieth (70th) birthday; the date upon which the faculty member retires under Montgomery College retirement plan; the date on which the faculty member's employment with Montgomery College ceases; or the date on which the faculty member ceases to be under the care of a legally qualified physician; whichever occurs earliest. Leave and pay under this Section shall be available only for such period of time during the academic year the faculty member would have been scheduled to perform assigned responsibilities.

(B) Payment on Account of Sickness or Accident Disability. A faculty

member eligible under subsection (A) of this Section for short-term disability benefits shall receive remuneration on account of the sickness or accident disability as follows:

(1) Job Related Disability. Faculty members whose sickness or accident disability is compensable under the Workmen's Compensation law shall be remunerated on account of such sickness or accident disability in an amount equal to one hundred percent (100%) of the salary the faculty member would have been paid had the faculty member worked.

(2) Other Disability. Where the sickness or accident disability is not compensable under the Workmen's Compensation law, a faculty member shall be remunerated on account of such sickness or accident disability in an amount equal to a percentage of the faculty member's salary had the faculty member worked in accordance with the following schedule:

Length of Continuous Service	Percentage of Salary
2 full academic semesters but less than 3 years	50%
3 years but less than 10 years	60%
10 years or more	80%

(3) Reduction of Montgomery College Expenditure. If the faculty member qualifies for Workmen's Compensation, Social Security or other disability compensation plans to which Montgomery College contributes on account of the sickness or accident disability for which the faculty member qualifies for benefits under this Section, the amount of remuneration set forth in paragraph 1 or 2 of this subsection (B) shall be reduced by the actual dollar amount of compensation received from such other plans. If, during the period of such sickness or accident disability, the faculty member

engages in any work for wage or profit, the remuneration set forth in paragraph 1 or 2 of this subsection (B) shall be reduced by eighty percent (80%) of the amount of such wage or profit during the time period in question.

(C) Proof of Disability. Upon request of Management, a faculty member claiming disability benefits under this Section shall submit to an examination by a qualified physician designated by Management. If the physician designated by Management is of the opinion that the faculty member is not completely disabled from engaging in some or all of the faculty member's responsibilities to Montgomery College, the faculty member shall be required to perform such duties as the physician designated by Management determines appropriate, unless the faculty member's personal physician disagrees with the opinion of the physician designated by Management; in which event, the physician designated by Management and the faculty member's personal physician shall select a third physician to examine the faculty member at Management's expense. The majority opinion of the three physicians shall prevail.

(D) No Extension of Disability Benefits Program. Disability benefits under this Section shall not extend for a period in excess of twelve (12) months. In the event a faculty member returns to work prior to the expiration of such twelve (12) month period and subsequently is unable to continue to work because of the original sickness or accident disability, the faculty member shall be entitled to receive benefits, in accord with the provisions of this Section, for the unused balance of the original twelve (12) months if the faculty member otherwise qualifies under this Section.

(E) Leave and Continuous Service Credit. A faculty member shall not accrue sick leave during the period the faculty member is receiving disability benefits nor shall the period of time the faculty member is on disability

leave be counted towards satisfaction of the required probationary period.

(F) Application for Disability Benefits. Application for disability benefits shall be submitted, on a form to be provided by Management, to the Director of Personnel. The application shall include the written opinion of a legally qualified physician as to the nature and extent of the sickness or accident disability, the effective date of such disability, the anticipated duration of such disability, and a clear statement that the faculty member is unable to perform any of the faculty member's assigned responsibilities because of such sickness or accident disability. The Director of Personnel shall establish the effective date of disability based on the form so submitted. A faculty member whose application for benefits under this Section is denied by the Director of Personnel may appeal to the Administrative Vice President.

Section 6.10 - Leave Reporting. Faculty members shall be required to report, for each pay period, on a form to be provided by Management and signed by the faculty member, days of leave taken.

ARTICLE 7 - CHAPTER RIGHTS

Section 7.1 - Released Time. Management shall grant to a faculty member designated by the Chapter a reduced work load without reduction in pay, not to exceed six (6) equivalent semester hours per academic year, for the purpose of attending to Chapter matters related to the College. The Chapter shall reimburse the College at the minimum prevailing overload rate set forth in Appendix I hereto for each equivalent semester hour of reduced work load granted pursuant to this Section 7.1.

Section 7.2 - Deduction of Dues.

(A) Payroll Deduction Authorization. Upon receipt of a dues deduction authorization in the form set forth in Subsection (B) of this Section 7.1, voluntarily executed by the faculty member and submitted to the Director of Employee Relations, Management shall deduct, out of the current salary payable to each faculty member during the academic year, one twentieth (1/20th) of the total annual dues of the Chapter, and promptly remit such dues to the Treasurer of the Chapter. The Chapter Treasurer shall give written notice to the Director of Employee Relations of the amount of annual dues payable by each faculty member who executes a dues deduction authorization. Upon receipt from a faculty member of written notice revoking the dues deduction authorization, Management shall cease its deduction of Chapter dues after the final pay period of the academic year in which such written revocation is received.

(B) Form of Dues Deduction Authorization. Management shall honor only those dues deduction authorizations which are submitted in the following form:

Authorization for Dues Deduction

I, the undersigned, authorize Montgomery College to deduct from salary payable to me and to remit to the Montgomery College Chapter of the American Association of University Professors ("Chapter") during the academic year, the annual dues established by the Chapter. This authorization may be revoked by me at any time by serving written notice of revocation upon the Director of Employee Relations of Montgomery College; provided that such revocation shall not become effective until after the final pay period of the academic year in which it is submitted.

Name_____ Social Security #_____

Signature_____ Date_____

(C) Indemnification. The Chapter shall indemnify and save Montgomery College harmless from any and all claims, grievances, arbitrations, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any action taken by Management in compliance with any of the provisions of this Section 7.1, and the Chapter assumes full responsibility for the disposition of monies deducted under this Section 7.1 as soon as they have been remitted by Management to the Treasurer of the Chapter.

Section 7.3 - Meeting Space, Food Services and Campus Mails. Montgomery College meeting space, food services and the intra-College mail system shall be made available to the Chapter in accord with the procedures established by Management for Montgomery College organizations.

Section 7.4 - Bulletin Boards. With the prior approval of the Director of Employee Relations, the Chapter shall be permitted to post notices on Montgomery College bulletin boards. Such permission shall not be unreasonably withheld.

Section 7.5 - Bargaining Unit Information. Not later than October 30 of each year, Management shall provide the Chapter with a list of all faculty members indicating date of hire, salary, rank and term of appointment.

Section 7.6 - Personnel Files. Management will maintain one (1) official personnel file for each faculty member to which the faculty member will have access upon reasonable notice.

ARTICLE 8 - SALARIES

Section 8.1 - Academic Year Salary. For purposes of this Article 8, "academic year salary" for faculty members, other than librarians, counselors and

learning resources faculty, shall mean the amount of earnings received by a faculty member from Montgomery College for the performance of the standard minimum work load specified in Section 5.1 (A) of this Agreement. For purposes of this Article 8, "academic year salary" for counselors, librarians and learning resources faculty shall mean the amount of earnings received by a faculty member from Montgomery College for the performance of the work load specified in Section 5.1 (B) of this Agreement.

Section 8.2 - Fiscal 1986 and 1987 Academic Years.

(A) Fiscal 1986 Academic Year. The fiscal 1986 academic year salary of a faculty member employed prior to the fiscal 1986 academic year shall be one hundred four and one-half percent (104.5%) of the faculty member's fiscal 1985 academic year salary plus: if the faculty member's fiscal 1985 academic year salary was less than Twenty-Five Thousand Dollars ($25,000), One Thousand One Hundred Thirty Dollars ($1,130); if the faculty member's fiscal 1985 academic year salary was Twenty-Five Thousand Dollars ($25,000) or more, but less than Thirty Thousand Dollars ($30,000), One Thousand Thirty Dollars ($1,030); if the faculty member's fiscal 1985 academic year salary was Thirty Thousand Dollars ($30,000) or more, but less than Thirty-Five Thousand Dollars ($35,000), Nine Hundred Thirty Dollars ($930); if the faculty member's fiscal 1985 academic year salary was Thirty-Five Thousand Dollars ($35,000) or more, but less than Thirty-Nine Thousand Seventy Dollars ($39,070), Eight Hundred Thirty Dollars ($830); if the faculty member's fiscal 1985 academic year salary was Thirty-Nine Thousand Seventy Dollars ($39,070), Four Hundred Dollars ($400); provided that no such faculty member's fiscal 1986 academic year salary shall exceed Forty-One Thousand Two Hundred Twenty-Eight Dollars ($41,228); and provided further that, effective May 24, 1986, and solely for

the purpose of calculating such a faculty member's salary for professional duties performed after May 23, 1986, the faculty member's fiscal 1986 academic year salary shall be deemed to have been increased by an additional one-half of one percent (0.5%) of the faculty member's fiscal 1985 academic year salary.

(B) Fiscal 1987 Academic Year.

(1) Faculty Members Initially Employed Prior to Fiscal 1986 Academic Year. The fiscal 1987 academic year salary of a faculty member who was employed prior to the fiscal 1986 academic year shall be one hundred three and three-quarters percent (103.75%) of the faculty member's fiscal 1986 academic year salary plus: if the faculty member's fiscal 1985 academic year salary was less than Twenty-Five Thousand Dollars ($25,000), One Thousand Dollars ($1,000); if the faculty member's fiscal 1985 academic year salary was Twenty-Five Thousand Dollars ($25,000) or more, but less than Thirty Thousand Dollars ($30,000), Nine Hundred Dollars ($900); if the faculty member's fiscal 1985 academic year salary was Thirty Thousand Dollars ($30,000) or more, but less than Thirty-Five Thousand Dollars ($35,000), Eight Hundred Dollars ($800); if the faculty member's fiscal 1985 academic year salary was Thirty-Five Thousand Dollars ($35,000) or more, Seven Hundred Dollars ($700); provided that no such faculty member's fiscal 1987 academic year salary shall exceed Forty-Three Thousand Dollars ($43,000).

(2) Faculty Members Initially Employed During Fiscal 1986 Academic Year. The fiscal 1987 academic year salary of a faculty member who was initially employed during the fiscal 1986 academic year shall be one hundred three and three-quarters percent (103.75%) of the faculty member's fiscal 1986 academic year salary plus: if the faculty member's fiscal 1986 academic year salary was less than Twenty-Five Thousand Dollars ($25,000), One Thousand

Dollars ($1,000); if the faculty member's fiscal 1986 academic year salary was Twenty-Five Thousand Dollars ($25,000) or more, but less than Thirty Thousand Dollars ($30,000), Nine Hundred Dollars ($900); if the faculty member's fiscal 1986 academic year salary was Thirty Thousand Dollars ($30,000) or more, but less than Thirty-Five Thousand Dollars ($35,000), Eight Hundred Dollars ($800); if the faculty member's fiscal 1986 academic year salary was Thirty-Five Thousand Dollars ($35,000) or more, Seven Hundred Dollars ($700); provided that no such faculty member's fiscal 1987 academic year salary shall exceed Forty-Three Thousand Dollars ($43,000).

Section 8.3 - Summer Sessions.

(A) Teaching Faculty. A faculty member, other than a librarian, counselor, or learning resources faculty member, who is actively employed by Montgomery College during a summer session, shall be paid a rate per equivalent semester hour (as defined in Sections 5.2 and 5.3 of this Agreement), determined by dividing, by forty (40), the faculty member's salary for the fiscal academic year ending during the calendar year of the summer session.

(B) Librarians, Counselors and Learning Resources Faculty. A librarian, counselor, or learning resources faculty member who is actively employed by Montgomery College during a summer session shall be paid a daily rate, determined by dividing, by one hundred ninety-five (195), the faculty member's salary for the fiscal academic year ending during the calendar year of the summer session.

Section 8.4 - Extent of Non-Academic Year Work Load. During the period between the end of one (1) academic year and the beginning of the succeeding academic year, faculty members, other than librarians, counselors and learning

resources faculty, may not be assigned a work load in excess of eight (8) equivalent semester hours; and counselors, librarians and learning resources faculty may not be assigned for in excess of thirty-nine (39) working days. Faculty members who are actively employed by Montgomery College during such period shall perform all professional responsibilities set forth in Section 5.1 of this Agreement.

Section 8.5 - Failure to Achieve Projected Revenues. This Agreement is dependent upon receipt by Montgomery College of the revenues projected by Montgomery College as necessary to implement the Agreement. Should revenues fall below the levels necessary to implement this Agreement, Management shall immediately notify the Chapter of the shortfall in revenues and of its proposals, if any, for such modifications of this Agreement as are, in the judgment of Management, made necessary by the shortfall. Thereafter, Management and the Chapter shall promptly meet and bargain in good faith in an attempt to reach an agreement which can be implemented within the revenues received by Montgomery College. If Management and the Chapter are unable to reach such agreement within ten (10) calendar days, the State Commissioner of Labor and Industry, or his designee, shall participate in the negotiations as a mediator. If Management and the Chapter are unable to reach an agreement within ten (10) calendar days after the commencement of mediation, either Management or the Chapter may request fact-finding. Upon such request, Management and the Chapter shall attempt to agree to a fact finder. If Management and the Chapter are unable to agree to a fact finder they shall jointly request the American Arbitration Association to furnish a list of seven (7) qualified and impartial persons, one of whom shall be selected as the fact finder. Selection shall be made by Management and the Chapter

alternately striking any name from the list, until only one name remains. The person whose name remains shall be the fact finder. The fact finder shall conduct a hearing within ten (10) calendar days of his appointment and shall issue a report containing his findings of fact and recommendations to Management and the Chapter within five (5) calendar days of the close of the hearing. If Management and the Chapter are unable to reach agreement within three (3) calendar days after receipt of the fact finder's report, either Management or the Chapter may release the report to the public.

ARTICLE 9 - INSURANCE AND RELATED BENEFITS

Section 9.1 - Group Insurance Package.

(A) Scope. A group insurance package identical to the group insurance package covering staff and administrative employees of Montgomery College, shall be made available to faculty members. The benefits shall be those set forth in the group insurance contract between Montgomery College and the carrier providing the insurance, and/or the rules and regulations adopted by the provider of the coverage. The group insurance package shall be governed in all aspects in accordance with the contract between Montgomery College and the carrier providing such insurance, and/or the rules and regulations adopted by the provider of the coverage. Faculty members who elect to be covered under the group insurance package must participate in the entire package or in accordance with such other option(s) as may be designated by the College. Montgomery College shall pay toward the premium cost of the coverage selected by the faculty member (individual or family) a flat dollar amount equal to eighty percent (80%) of the premium cost for such coverage under the Base Plan; and the participating faculty member shall pay the remainder of the

premium cost for the coverage and plan selected.

(B) Changes. For the fiscal 1986 academic year, the benefits included in the group insuarance package are generally outlined in Appendix II; provided, however, that the specific benefits shall be those set forth, as of the date of the execution of this Agreement, in the group insurance contract between Montgomery College and John Hancock Life Insurance Company. If, during the term of this Agreement, Management contemplates changes in the group insurance package referred to in the prior sentence or any group insurance package subsequently adopted in accordance with the provisions of this paragraph B, it will establish a committee consisting of administration, staff, and a faculty member designated by the Chapter to review the group insurance package and make recommendations to Management concerning such changes. Management shall not effect any changes in the group insurance package until it has received the recommendations of the committee established pursuant to this paragraph B of Section 9.1.

Section 9.2 - Tax Sheltered Annuities. Montgomery College shall continue to provide employees an opportunity to purchase tax sheltered annuities from the Teachers Retirement System of the State of Maryland, the Prudential Insurance Company of America, or the Teachers' Insurance and Annuity Association College Retirement Equities Fund.

Section 9.3 - Tuition Waiver Program. Montgomery College shall continue to provide its current tuition waiver program.

Section 9.4 - Educational Assistance Program. Montgomery College shall continue in effect its educational assistance program, with the maximum benefit payable under the program equal to Six Hundred Fifty Dollars ($650.00) per faculty member per fiscal year; provided that the total benefits payable

under this Section 9.4 shall not exceed Forty Thousand Dollars ($40,000.00) per fiscal year; provided further that such benefits shall be used only for payment of tuition, fees and required instructional materials for approved courses. For fiscal years 1987, 1988 and 1989, the maximum benefits payable under the educational assistance program shall not exceed Forty-Five Thousand Dollars ($45,000.00), Fifty Thousand Dollars ($50,000.00) and Fifty-Five Thousand Dollars ($55,000.00), respectively.

Section 9.5 - Faculty Development Program. Not later than December 15 of each year, Management will make available for faculty members a list of those disciplines and/or services, assigned to faculty members as part of their regular work load, in which Management foresees the possibility of a future reduction in overall work load and a list of those disciplines and/or services, assigned to faculty members as part of their regular work load, in which Management anticipates an increase in overall work load. Faculty members employed in a discipline or service, assigned to faculty members as part of their regular work load, in which Management foresees the possibility of a future reduction in overall work load may be granted a paid reduction in their individual work load for the purpose of acquiring the minimum qualifications specified by Management for employment in a discipline or service, assigned to faculty members as part of their regular work load, in which Management anticipates an increase in overall work load. Such reduction in individual work load shall not exceed twelve (12) hours per week for librarians, counselors and learning resources faculty or six (6) equivalent semester hours per semester for other faculty members, for a maximum of four (4) semesters. Montgomery College shall reimburse faculty members granted such reduced work load for the cost of tuition and related fees necessary to

achieve such minimum qualifications up to the amount that is charged by the University of Maryland for resident students, as well as for required books not to exceed fifty dollars ($50) per course. An application for reduced work load under this Section 9.5, which shall include a statement of the courses to be pursued, shall be submitted, in writing, to the Academic Vice President, or his designee, not later than one hundred twenty (120) days prior to the beginning of the academic period in which the course(s) is to be offered. A faculty member granted a reduced work load under this Section 9.5 shall fulfill the requirements necessary to meet minimum qualifications not later than twenty-four (24) months after such reduced work load commences and shall thereafter continue in the employ of Montgomery College for the next succeeding four (4) full academic semesters, unless otherwise notified by Montgomery College. A faculty member granted such a reduced work load who fails to obtain the minimum qualifications or does not continue in the employ of Montgomery College for the requisite four (4) full academic semesters may be required to reimburse Montgomery College for all monies paid under this Section 9.5 to the faculty member, or on the faculty member's behalf.

Section 9.6 - Retirement Incentive Program. Prior to June 30, 1986, only, any faculty member who will be at least fifty-five (55) years of age as of June 30, 1986, and meets all the requirements for full or early retirement established by the Maryland State Teachers' Retirement System or the Maryland State Teachers' Pension System may apply for the Retirement Incentive Program by submitting a written application therefor to the Academic Vice President. All eligible faculty members who submit applications for the Retirement Incentive Program, shall be interviewed by a College retirement counselor. The Academic Vice President shall grant or deny the faculty member's

application in his sole discretion, without recourse by the faculty member. A faculty member whose application for the Retirement Incentive Program is approved shall be retired from Montgomery College not later than June 30, 1986. A faculty member whose application for the Retirement Incentive Program is approved and who is eligible for full retirement shall receive, at the option of Montgomery College: a one (1) time cash payment of Fifteen Thousand Dollars ($15,000.00) in July 1986 (or as soon as possible thereafter); or four (4) equal cash payments of Five Thousand Dollars ($5,000.00) each, in July 1986 (or as soon as possible thereafter), July 1987, July 1988, and July 1989, respectively; or, in July 1986 (or as soon as possible thereafter), a Twenty Thousand Dollar ($20,000.00) single premium annuity payable to the retiree. A faculty member whose application for the Retirement Incentive Program is approved and who is eligible for early retirement shall receive, at the option of Montgomery College: four (4) equal cash payments of Five Thousand Dollars ($5,000.00) each, in July 1986 (or as soon as possible thereafter), July 1987, July 1988, and July 1989, respectively; or, in July 1986 (or as soon as possible thereafter), a Twenty Thousand Dollar ($20,000.00) single premium annuity payable to the retiree.

ARTICLE 10 - NO STRIKE/NO LOCKOUT

Section 10.1 - No Strikes. Neither the Chapter, its officers, agents, or representatives, nor any faculty members, shall in any way, directly or indirectly, authorize, assist, cause, encourage, participate in, ratify, or condone any strike.

Section 10.2 - Enforcement of No Strike Pledge. In the event of a strike in violation of Section 10.1 of this Article, Management may immediately pursue,

in any court of competent jurisdiction, whatever remedies are available to it. In addition, any faculty member engaging in activity in violation of Section 10.1 of this Article shall be subject to discharge.

Section 10.3 - No Lockouts. Management shall not lock out faculty members.

ARTICLE II - SCOPE OF AGREEMENT

Section 11.1 - Duration.

(A) Effective Dates. This Agreement shall become effective as of June 26, 1986, and shall continue in full force and effect through midnight of the day prior to the first day of the fiscal 1990 academic year. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by either party to the other not later than September 1, 1988, or September 1 of any succeeding year.

(B) Reopeners. Notwithstanding the provisions of Section 11.1 (A) of this Agreement, either Management or the Chapter may reopen Section 8.2 of this Agreement for the purpose of negotiating salaries to become effective on the first day of the fiscal 1988 and 1989 academic years, by serving written notice of intent to do so upon the other party not later than September 1, 1986 and 1987, respectively.

Section 11.2 - Severability. If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

Section 11.3 - Scope of Agreement. Management and the Chapter acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter as to which the Act imposes an obligation to bargain, and that all understandings and agreements arrived at between Management and the Chapter after the exercise of that right and opportunity are set forth in this Agreement. This Agreement expressly supersedes any practices or understandings previously established; any policies, procedures, and regulations previously issued; and any agreements, including individual contracts, previously executed. This Agreement, thus, contains the entire understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term. Changes in this Agreement, whether by addition, waivers, deletions, amendments or modification, must be mutually agreed upon in writing and signed by both parties.

In witness whereof, the parties have executed this Agreement this 26th day of June, 1986.

BOARD OF TRUSTEES OF
MONTGOMERY COMMUNITY COLLEGE

/s/ Maureen E. Sullivan
Chair

MONTGOMERY COLLEGE CHAPTER
OF THE AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS

/s/ Marilyn Scheiner
President

APPENDIX I

Fiscal 1986 Academic Year

Consecutive Years of Service	Salary Per ESH
4 years or less	$350
More than 4 years, but less than 6 years	$380
6 years, but less than 8 years	$415
8 years or more	$445

Fiscal 1987 Academic Year

Consecutive Years of Service	Salary Per ESH
4 years or less	$370
More than 4 years, but less than 6 years	$400
6 years, but less than 8 years	$430
8 years or more	$460

APPENDIX II

BASE PLAN

I. Health Benefits

Hospital	Full semi-private/120 days Unlimited special services In-patient psychiatric limit: 30 days
Surgical	Relative value schedule
Maximum	$1,600 per procedure
Conversion Factor	$8.00
Anesthesia	20% of schedule
In-Hospital Medical	$10/120 days
Lab & X-ray	$150 non-scheduled/yr.
Supplemental Accident Expense	$300 non-scheduled/yr.
Major Medical	
Deductible	$250
Family deductible	2x
Coinsurance	80%
Maximum out-of-pocket limit	$2,500
Maximum benefit	Unlimited
Out-patient Psychiatric Limit	50% (mandatory review after 20 visits)
Dependent	To age 19, 22 if full-time student
Additional Benefits/Cost Containment Features:	
Outpatient Pre-Admission Testing	100% of charges; if pre-admission testing is performed on an in-patient basis for a non-emergency condition, payment reduced to 80%
Second Surgical Opinion	100% of consultation; if second opinion is not attained, surgical benefit is reduced to 80% of normal benefit payment for that elective surgery.
Ambulatory Surgery/Out-Patient Hospital Surgical Facility/Birthing Centers	100% of charges; otherwise subject to Surgical Schedule for specified Surgical Procedures.

	Home Health Care	100% of covered charges for medical care provided in a home environment in lieu of hospitalization to a maximum 60 days per disability.
	Weekend Admission	$100 deductible for non-emergency weekend admission.
	Right of Reimbursement	Allows for recovery of medical and hospital expenses which are legal responsibility of another provider.
II.	Dental Benefits	
	Basic Dental Benefits (Class A and B Combined)	$1000 per calendar year after $50 deductible per individual.
	Class A Services (Regular Care & Treatment)	80% of reasonable charges.
	Class B Services (Crowns, Bridge Pontics, Dentures)	60% of reasonable charges.
	Supplemental Dental Services	Orthodontic and Periodontic Services is 60% of reasonable charges. $500 maximum benefit per calendar year after a $50 deductible per individual per calendar year.
III.	Life Insurance	2 times annual salary rounded up to the next $500.
IV.	Accidental Loss of Life	2 times annual salary rounded up to the next $500 in addition to life insurance.
V.	Accidental Loss of Limb or Sight	Up to two times annual salary rounded to the next $500.

VI. Long-Term Disability Insurance to Age 70

Upon completion of six months of continuous service with the College, an employee becomes eligible for long-term disability insurance. After completion of this 6 month waiting period, an enrolled employee who is totally and continuously disabled as a result of sickness or accident for a period of 12 months will be eligible to receive a monthly benefit equal to 60% of base monthly pay to a maximum of $4,000 per month.

HIGH OPTION PLAN

I. Health Benefits

Hospital	Full semi-private/180 days Unlimited special services
Surgical	100% reasonable charges
In-Hospital Medical	100% reasonable charges
Lab & X-ray	100% reasonable charges
Supplemental Accident Expense	$300 non-scheduled/yr.
Major Medical	
Deductible	$150
Family deductible	2x
Coinsurance	80%
Maximum out-of-pocket limit	$1,000
Maximum benefit	Unlimited
Out-patient Psychiatric Limit	80% (mandatory review after 20 visits)
Dependent	To age 22
Additional Benefits/Cost Containment Features:	
Second Surgical Opinion	100% of consultation; if second opinion is not attained, surgical benefit is reduced to 80% of normal benefit payment for that elective surgery.
Home Health Care	100% of covered charges for medical care provided in a home environment in lieu of hospitalization to a maximum of 60 days per disability.
Outpatient Pre-Admission Testing	100% reasonable charges
Ambulatory Surgery/ Out-Patient Hospital Surgical Facility/ Birthing Centers	100% reasonable charges
Weekend Admission	$100 deductible for non-emergency weekend admission.
Right of Reimbursement	Allows for recovery of medical and hospital expenses which are legal responsibility of another provider.

II. Dental Benefits

Basic Dental Benefits (Class A and B Combined)	$1000 per calendar year after $50 deductible per individual.
Class A Services (Regular Care & Treatment)	80% of reasonable charges.
Class B Services (Crowns, Bridge Pontics, Dentures)	60% of reasonable charges.
Supplemental Dental Services	Orthodontic and Periodontic Services is 60% of reasonable charges. $500 maximum benefit per calendar year after a $50 deductible per individual per calendar year.

III. Life Insurance — 2 times annual salary rounded up to the next $500.

IV. Accidental Loss of Life — 2 times annual salary rounded up to the next $500 in addition to life insurance.

V. Accidental Loss of Limb or Sight — Up to two times annual salary rounded to the next $500.

VI. Long-Term Disability Insurance to Age 70

Upon completion of six months of continuous service with the College, an employee becomes eligible for long-term disability insurance. After completion of this 6 month waiting period, an enrolled employee who is totally and continuously disabled as a result of sickness or accident for a period of 12 months will be eligible to receive a monthly benefit equal to 60% of base monthly pay to a maximum of $4,000 per month.

MEMORANDUM OF UNDERSTANDING

* * *

THE CITY OF BALTIMORE

* * *

COMMUNITY COLLEGE OF BALTIMORE FACULTY FEDERATION
LOCAL 1980 AFT, AFL-CIO

* * *

July 1, 1986 - June 30, 1988

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Memorandum Of Understanding

* * *

The City of Baltimore

* * *

Community College of Baltimore Faculty Federation,
Local 1980 AFT, AFL-CIO
July 1, 1986 - June 30, 1988

This Memorandum of Understanding will be between the Employer and the Community College of Baltimore Faculty Federation, Local 1980, AFT, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I
UNION RECOGINITION AND DEFINITIONS

A. The Board of Trustees of the Community College of Baltimore recognizes Local 1930, AFT, AFL-CIO, as the exclusive and sole representative for collective negotiations concerning grievances and terms of employment for the Faculty; which is defined as:

1. All full-time ten-month educational personnel.

2. All full-time twelve-month educational personnel who are not on the administrative scale and whose duties include teaching, counseling or library service fifty (50) per cent or more of their working time.

3. All Department Chairpersons.

B. This group so represented by Local 1980, AFT, AFL-CIO, is hereinafter referred to as "the Unit." Any changes in definition of the Unit must be negotiated between the Union and the Board.

C. No Unit positions shall be changed to a non-Unit position (unless there is substantial change in duties and/or responsibilities).

D. Definitions:

1. Union. Community College of Baltimore Faculty Federation, Local 1980, AFT, AFL-CIO, which is the legal collective bargaining agent.

2. Board. The Board of Trustees of the Community College of Baltimore.

3. City. The Mayor and City Council of Baltimore.

4. President. The chief administrative officer of the Community College of Baltimore as provided in Title 16-204 of the Education Article of the Annotated Code of the State of Maryland.

5. Cabinet level officer. Administrator so designated by the President of the College.

6. Administrative Divisions:

a. Academic/Student Affairs. That division of the College which has responsibility for interpreting and implementing College policies relative to academic matters for both faculty and students, and providing all student academic and support services.

b. Administration. That division of the College which has responsibility for the day-to-day management of College facilities, fiscal and logistical support services for all components.

7. Academic Unit. Refers to an academic department at the College.

8. Academic Department. That organizational unit at the College which has primary responsibility for instruction, curriculum, staffing, and scheduling and is accountable for carrying out these responsibilities.

9. Academic Division. That organizational unit at the College which encompasses a number of related academic departments or areas and has supervisory responsibility for instruction, curriculum, staffing, and scheduling and is accountable for carrying out these responsibilities.

10. Agreement. The signed Memorandum of Understanding between the Employer and the Community College of Baltimore Faculty Federation, Local 1980, AFT, AFL-CIO.

11. College. The term "College" refers collectively to all educational facilities or academic locations of the Board and the administrative offices thereof.

12. Chairperson. An individual who is appointed by the

Administration according to the published procedure, who has the primary responsibility for supervising the activities of an academic department, who receives a salary differential and release time to perform these administrative responsibilities, and who is evaluated at the end of each year of service.

13. Assistant Chairperson. An individual in a large academic department who is appointed by the Administration according to a published procedure to assist the chairperson in carrying out the supervisory responsibilities of the department, who receives a salary differential and released time to perform such administrative responsibilities, and who is evaluated at the end of each year of service.

14. Coordinator. An individual who is appointed by the Administration according to a published procedure to coordinate a specialized program, to coordinate essential activities required of a specialized program, to coordinate other specialized projects of the College or activities related to the administration of a specialized facility of the College, who received release time and/or a salary differential for performing these duties and who will be evaluated at the end of each year of service.

15. Campus. The term "campus" refers to the primary academic locations known as "The Liberty Campus" and "The Harbor Campus."

16. Service. Refers to continuous, full-time employment as an educational staff member in the Community College of Baltimore.

17. Seniority. Refers to number of years of full-time employment as a Unit member in the Community College of Baltimore.

18. Faculty Senate. The official governing body of the Faculty in all College-wide matters.

19. Part-time Faculty. A non-unit employee assigned unit duties (teaching, counselling, library work, etc.) whose load is not greater than two thirds (2/3) of a full load. In certain instances for specific purposes when the availability of these employees is limited, this two thirds (2/3) limitation may be waived by consent of Local 1980 Executive Board.

20. Off-Campus Centers. Refers to any adjunct or auxiliary academic locations of the College.

21. Preparation. The specific definition of what is a full preparation in a Unit member's work load will be detailed in each academic Unit's point formula as developed by the appropriate dean in consultation with the point formula Committee.

22. College-Wide Committee. Any committee representing more than one segment of the College as appropriate to the purpose of the committee with the Union selecting its own representatives.

23. Employer. The Board of Estimates or any agency of the Mayor and City Council of Baltimore other than the City Council.

24. Discharge. Refers to the termination of employment of a Unit member for disciplinary or performance reasons.

25. Release. Refers to the termination of employment of a Unit member for budgetary considerations, decreased enrollments, or requirements for specific technical specialities.

ARTICLE II
UNION-BOARD RELATIONS

A. Union Membership.

1. Membership in the Union or any other employee organization or association not affiliated with the College shall not be a condition of employment for any Unit member unless other provisions are prescribed by the law.

2. In accordance with Ordinance 1927, Unit members who are not members of the Union will have deducted from their pay an amount no higher than the current annual dues payments from members, except that those persons who have been employed prior to the effective date of this ordinance shall not be required to pay representation fees. Any individual who terminates Union membership will be required to pay the above mentioned amount regardless of the date of initial employment. All representation fees so deducted from the salaries of those persons affected shall be paid to the Union by the employer without charge and in the same manner as dues deducted from the salaries of Union members.

B. Meeting With Other Faculty Organizations.

This Agreement shall not be construed to prevent any Board official or administrator from meeting with any Faculty organization for the purpose of hearing the views and proposals of its members; however, the President of the Union shall be notified twenty-four (24) hours in advance of any meeting at which matters covered by this Agreement are discussed.

C. Committees and Union Representatives.

The Union shall be notified of the convening and all subsequent meeting dates of any College-wide standing and/or ad hoc committees established by the Administrtation during the life of this Agreement. The Union shall have the right to appoint two (2) official non-voting observers with the right to speak to said committees. Any decision of a College-wide standing and/or ad hoc committee must be communicated by the President of the College or his representative to the Union Executive Committee[s].

D. Union-Administration Meetings.

The Union and the Administration both recognize the importance of meeting with each other on a regular basis to discuss mutual problems not concerned with specific grievances. In matters relating to this Agreement, other than grievances, the President of the College or his authorized representative shall meet with two (2) Union representatives at the request of either party at a mutually agreeable time.

E. Board Meetings.

Representatives of the Union shall be given an opportunity to appear before the Board of Trustees and to speak to the Board on any issue that is placed on the Board's agenda for any of its meetings. The Union's right to appear and be heard shall be limited to the particular issue or issues that appear on the Board's agenda. The Union shall be given a copy of the Board's agenda at the same time that copies of the agenda are distributed to the members of the Board.

F. Conflict With Policy.

If any provision of this Agreement is in conflict with any existing policy as outlined in the Bylaws of the Board of Trustees of the Community College of Batlimore, the language and intent of this Agreement shall apply.

G. Schedule for Negotiations.

Every effort shall be made by the Board to arrange the schedules of five (5) Unit members designated by the Union President so they may, as a group, be available for negotiation sessions during the Spring Semester.

H. New Unit Personnel.

1. No new person shall be hired into the Unit at rank and/or pay higher than either someone already assigned to the appropriate discipline or disciplines, or another Unit member desirous of that position unless the new person is better qualified according to the standards and criteria published in the official announcement of the open position.

2. When a tenured faculty member who has been transferred to another position in the College returns to the Unit, it will be at a rank and step no lower than his rank and step when he left. If upon return he is awarded a rank and/or step above the limiatations described in this section, he/she will not be counted in Unit calculations for rank or promotion purposes.

3. The President of the Union or his designated representative shall have the right to meet with the President of the College or his designated representative to ask questions and be given relevant information concerning the rank of Unit members hired during the effective period of this Agreement.

4. The President of the Union shall be notified of all vacancies in the Unit at the times the positions are first posted. The notification shall include standards and criteria for the positions indicated.

5. A new person will not be hired with a rank if he does not meet the minimum qualifications (excepting time at CCB) to be eligible for promotion to that rank.

I. Change or Modification.

No change or modification shall be made on matters covered by this Agreement during the life of the Agreement, except by law or as a result of further negotiation.

J. Standards of Professional Behavior.

Local 1980 and the Administration agree that it is essential that high standards of professional behavior be maintained in all their relationships. Thus, every effort will be made to insure that objective, non-threatening language, devoid of personal innuendo, be used in all communications between the two.

ARTICLE III
UNION ACTIVITIES

A. Union Office Space.

The College shall continue to provide the Union and Faculty organizations with an office or desk space.

B. Bulletin Board.

The Union shall be provided approximately sixteen (16) square feet of bulletin board space in each staff mailbox area.

C. Union Meetings.

The Union shall have the right to the use of space for Union meetings during the normal operating hours in the building(s) of each campus, provided that no other meeting of the Faculty has been scheduled and announced for that same time and provided that no Unit member shall be released from his scheduled classes for that meeting. The request for the use of space must be made in writing and such request shall not be unreasonably denied. Except in emergency, No meetings involving Unit Members will be scheduled in conflict with any already scheduled meetings.

D. Use of Facilities.

The Union shall have the right to the use of facilities and equipment, subject to normal College procedures and requirements, including financial obligations.

E. Dues Deduction.

Union dues or service fees may be paid by personal check or cash or by payroll deductions. Should a Union member prefer payroll deduction, the Board shall deduct at no cost to the Union from the paycheck of each member the required amount of dues or service fees. The dues and service fees, and a list of the Unit members from whose pay the deductions have been made, along with the amount from each, shall be forwarded to the Union office no later than seven (7) days after such deductions have been made.

F. Faculty Representation.

A Unit member shall at all times be entitled to have present a representative of the Union whan he requests or is requested or required to meet with any member of the Administration. When a request for such representation is made, no such meeting shall take place until such representative of the Union is present, nor shall any official action be taken prior to such a meeting.

ARTICLE IV
ACADEMIC FREEDOM AND NON-DISCRIMINATION

A. Academic Freedom.

1. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. This agreement is subject to departmental/divisional policies.

2. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate

performance of his other academic duties; but research using College facilities and teaching time for pecuniary return should be based upon an understanding with the authorities of the institution.

3. When the Faculty member speaks or writes as a citizen, he should be free from College censorship or discipline. It is his responsibility to make clear that he is not an institutional spokesman. The Faculty member's rights as a citizen shall not be diminished or alienated as a condition of employment, retention, or tenure.

4. The Faculty member shall have the right and the responsibility to determine course content and structure and to select textbooks, subject to College and department policies and procedures.

5. No Unit member shall be required to join or refrain from joining any organization as a condition of employment, retention, or tenure.

6. There shall be no abridgment of the right to organize with others to protect group interests or to join existing unions or other organizations for such purposes.

7. Faculty members may recommend the acquisition of library materials necessary and/or relevant to their teaching. Such recommendations shall be implemented within fiscal possiblitities.

8. Grading is a prerogative of the individual Faculty member, subject to College and departmental policies, with the provision that the basis for grading by the individual Faculty member is clearly published and consistently followed.

B. Non-Discrimination.

Neither the Board nor the Union shall discriminate against any Faculty member or applicant for employment by the Board or for membership in the Union, on the basis of race, creed, color, sex, age, martital or parental status, national origin, handicap, or association with lawful activities of any group or organization. The Board and the Union will at all times be mindful of the affirmative action goals of the College.

ARTICLE V
GRIEVANCES

It is the declared objective of the Union and the Board to encourage the prompt and informal resolution of grievances of members of the Unit as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances.

A. Definition of Grievance.

A grievance for purposes of this Memorandum of Understanding is defined as a claimed violation, misapplication, or misinterpretation of a specific provision of this Agreement, or of a policy, rule, or regulation of the Board or Administration relative to terms and conditions of employment. Furthermore, the provisions of this Article do not apply to those matters covered by Article VII-Q-Discipline or to the granting or non-granting of tenure.

B. Presentation of Grievance.

1. A grievance may be presented by an employee on his own behalf or by anyone he may select to call on his behalf, provided, however, that any grievance finally determined without participation of the Union, while binding on the aggrieved party, and in all respects final, shall not create a precedent or ruling binding upon either of the parties to this Agreement in future grievances. (All grievances will be submitted by using the grievance information form that is provided by the Employer.)

2. All grievances must be initiated at Step 1. unless the agrieved party believes an appropriate remedy is unavailable at Step 1. In such a case the grievance will be presented to the aggrieved party's line cabinet officer who will determine the lowest level at which remedy can be provided.

C. Specific Steps in the Grievance Procedure.

STEP 1. When a grievance is filed with the employee's immediate supervisor he must respond to such grievance within three (3) days after it has been presented to him. If the answer does not settle the grievance, the grievance shall be presented to and considered by the appropriate dean or director. The aggrieved employee or group of employees shall discuss such grievance with the appropriate dean or director within ten (10) work days of the date of the response of the immediate supervisor; or the date of the grievance or the employee's knowledge of its occurrence, but in no event, more than thirty (30) days from the date of the events or conditions or his knowledge thereof -- whichever is later -- which provide the basis for the grievance. Such appropriate dean or director shall attempt to adjust the matter within ten (10) days of the presentation of the grievance to him.

STEP 2. If the grievance has not been satisfactorily resolved at STEP 1, an appeal may be taken to the Dean of Faculty, the Dean of Student Services or the Dean of Continuing Education as appropriate, within ten (10) week days following the completion of STEP 1. The appeal shall be in writing, signed by

the grievant, and shall state specifically the act or condition complained of and the specific section of the Memorandum of Understanding or policy, rule, or regulation which the grievant claims has been violated, misapplied, or misinterpreted. The appeal shall also state why the disposition of the grievance at STEP 1 is deemed unsatisfactory by the grievant.

If a written grievance is taken by the Union on behalf of an employee, it shall be signed and dated by both the individual grievant and the Union President or his designated representative.

Whenever a written grievance is presented without the intervention of the Union, the Dean of Faculty, or the appropriate college representative shall furnish a copy thereof to the President of the Union. The Dean of Faculty, or the appropriate college representative shall arrange with all parties concerned for the time and place of a conference on said grievance within ten (10) week ddays of such written appeal. A decision on the grievance, setting forth the reasons therefor, shall be submitted to the aggrieved employee and to the President of the Union, in writing, within ten (10) week days thereafter.

The Union President or his representative shall have the right to be present at the time the grievance is heard whether or not the Union has filed the grievance; the Union shall also have the right to represent the grievant upon his request.

STEP 3. If the grievance has not been satisfactorily resolved at STEP 2, an appeal may be taken to the appropriate Cabinet level officer within ten (10) week days following the completion of STEP 2. The appeal shall be in writing, signed by the grievant, and shall state specifically the act of condition complained of and the specific section of the Memorandum of Understanding or policy, rule, or regulation which the grievant claims has been violated, misapplied, or misinterpreted. The appeal shall also state why the disposition of the grievance at STEP 2 is deemed unsatisfactory by the grievant.

If a written grievance is taken by the Union on behalf of an employee, it shall be signed and dated by both the individual grievant and the Union President or his disignated representative.

Whenever a written grievance is presented without the intervention of the Union, the appropriate Cabinet level officer shall furnish a copy thereof to the President of the Union. The appropriate Cabinet level officer shall arrange with all parties concerned for the time and place of a conference on said grievance within ten (10) week days of such written appeal. A decision on the grievance, setting forth the reasons therefor, shall be submitted to the aggrieved employee and to the President of the Union, in writing, within ten (10) week days thereafter.

The Union President or his representative shall have the right to be present at the time the grievance is heard whether or not the Union has filed the grievance; the Union shall also have the right to represent the grievant upon his request.

STEP 4. If the grievance has not been satisfactorily resolved at STEP 3, an appeal may be taken to the President of the College or his designee within ten (10) week days following the completion of STEP 3. The appeal shall be in writing and duly signed and dated by the grievant and shall state specifically the act or condition complained of and the specific section of the Memorandum of Understanding or policy, rule, or regulation which the grievantg claims has been violated, misapplied, or misinterpreted, and why the disposition of the grievance at Step 3 is deemed unsatisfactory by the grievant. If a written grievance is taken by the Union on behalf of an employee, it shall be signed by both the individual grievant and the Union President or his designated representative. Whenever a written grievance is presented without the intervention of the Union, the President of the College or his disignee shall furnish a copy thereof to the President of the [Local] Union. The President of the College or his designee shall arrange with all parties concerned for the time and place of a conference on said grievance within ten (10) week days of such written appeal. A decision on the grievance, setting forth the reasons therefor, shall be submitted to the aggrieved employee and to the President of the Union, in writing, within ten (10) week days thereafter.

The Union President or his representative shall have the right to be present at the time the grievance is heard whether or not the Union has filed the grievance; the Union shall also have the right to represent the grievant upon his request.

STEP 5. If the grievance has not been satisfactorily resolved in STEP 4 a written appeal may be taken to the Board of Trustees, or a committee of three (3) members of said Board specially selected to hear grievances on behalf of the Board, within ten (10) week days following completion of STEP 4.

The appeal shall be in writing and duly signed and dated by the grievant, and shall state specifically the act or condition complained of and the specific section of the Memorandum of Understanding or policy, rule, or regulation which the grievant clailms has been violated, misappliled, or misinterpreted, and why the disposition of the grievance in STEP 4 is deemed unsatisfactory by the grievant.

Within ten (10) days of such appeal, the Board or its committee shall meet with the President of the Union or his representative and the aggrieved employee to discuss the grievance. The Board or its committee shall communicate its decision in writing to the aggrieved employee and to the Union representative within ten (10) week days thereafter.

STEP 6. In the event that a grievance as defined herein shall not have been resolved at STEP 5 of the grievance procedure, the Union may refer such a dispute or difference to arbitration by mailing a written notice to submit to arbitration to the Labor Commissioner and to the President of the College with ten (10) week days following receipt of a written decision at STEP 5.

a. If the parties are unable to select an arbitrator, the Union shall notify the Federal Mediation and Conciliation Service, and the parties shall select an arbitrator under the rules of that agency.

b. The arbitrator, upon completion of his investigation, will forward his decision to the Board of Trustees, the Union, and the grievant. This decision shall be binding upon all parties.

D. Explanatory and Additional Notes

1. Time limits under this Article may be changed by mutual agreement.

2. If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should the Employer not respond within the prescribed time, the grievance will proceed to the next step.

3. The cost of any arbitration proceedings under this Agreement shall be equally divided between the Employer and the Union.

4. In computing the time limits under this article, the date of the preceding event shall be counted.

5. The arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way the terms of this Memorandum of Understanding.

6. A grievance may be presented by an employee on his own behalf or by anyone he may select to call on his behalf, provided, however, that any grievance finally determined without participation of the Union, while binding on the aggrieved party, and in all respects final, shall not create a precedent or ruling binding upon either of the parties to this Agreement in future grievances.

7. The Union shall be entitled to have its grievances heard in face-to-face meetings at Steps 4 & 5 of the grievance procedure. Management may not refuse a request to meet at Steps 4 & 5.

E. The Union has the right to initiate or appeal a grievance on its own behalf for a group of employees with a common grievance. The procedures shall be the same as for an individual grievance.

ARTICLE VI
INSURANCE AND FRINGE BENEFITS

A. 1. Partial tuition reimbursement for advanced study at an accredited institution of higher education or other appropriate agency is available to all Unit members whose entry requirements were fully met at the time of employment or prior to the study for which reimbursement is being sought. Unless the person is notified to the contrary at time of employment, it will be assumed that he meets entry requirements.

2. Tuition reimbursement may be limited by the College to the subject matter area of a faculty member. If a faculty member requests tuition reimbursement for course work in a subject matter area that is different than his or her usual area of instruction at the college, payment may not be unreasonably withheld. Permission for reimbursement in a unrelated subject matter must be obtained before course work is begun. If reimbursement is denied the faculty member may grieve the issue.

3. Thirteen thousand dollars ($13,000) shall be available in account number 431-319 in the fiscal year 1987 and again in 1988. It is the intent to make reimbursement to the extent of seventy-five (75) per cent for up to six (6) credits per semester, with a limit of either twelve (12) credits or $550, whichever is less, on all course work completed during fiscal 1987 or fiscal 1988.

4. Prior approval of all advanced study must be obtained from the appropriate dean in order to be eligible for reimbursement. Excluded is reimbursement for study while on extended leave or sabbatical. The reimbursement is only for the cost of tuition or equivalent charges and does not include travel, the cost of books or fees (e.g., student activity and laboratory).

5. Reimbursement will be made at the end of the fiscal yeare on receipt of an official grade report or other indication of satisfactory completion of the course and a bursar's receipt. In the event that reimbursement entitlements exceed the amount allocated for a fiscal year, all entitled Unit members shall be reimbursed on a pro rata basis.

B. Tuition at the Community College of Baltimore shall be waived for members of the full-time Unit and their dependents.

C. The Employer and Employee contributions as of June 30, 1986, shall be maintained until there is an increase in cost during the term of this Memorandum of Understanding. In the event that an increase in health care costs is experienced, the Employer shall assume 85% of the cost increase and the Employee shall assume 15% of the cost increase.

All existing health and welfare benefits shall remain in effect for the duration of this Memorandum except as modified or supplemented in Addendum A to this Memorandum, which shall serve as part of this Memorandum of Understanding. A document outlining health care benefits that are described in Addendum A will be supplied to all Unit members by the Employer.

All Unit members will be entitled to free dental hygiene care in the Dental Clinic of the Community College of Baltrimore. This care will be subject to College and departmental policies regarding the operation of the clinic and scheduling procedures of the Dental Auxiliary Department each semestger. Dental care will normally consist of a thorough dental/medical history, oral inspection, patient education, radiographs, oral prophylaxis, and flouride treatment.

The effective date of all health care benefits (except for those benefits requiring a waiting period) for persons entering the Unit will be the effective date of employment.

ARTICLE VII
CONDITIONS OF EMPLOYMENT

A. Office Space.

The College shall make every reasonable effort to provide clean office space, including desk, desk chairs, a file cabinet, and bookcase for each full-time Faculty member by his third day of duty.

B. Parking and Dining.

1. Parking.

The board shall guarantee free parking at the Liberty Campus for Unit members.

The Security Office will issue identifying front and rear bumper stickers for up to two (2) vehicles for each Unit member who applies and who presents a valid registration card(s) for the vehicle(s) for which application is made.

The Board will provide Security personnnel to enforce

parking regulations between 7:00 a.m. and 2:30 p.m. each day that school is in session.

2. Dining Facilities.

The Board will provide a dining area for Faculty at the Liberty Campus, including food machine service. If budget permits, limited hot food service will be provided.

C. Temperature Levels.

When, in the opinion of a Unit member, the temperature in his or her work area poses a possible health hazard, the appropriate dean or designee shall be notified. If the problem cannot be quickly corrected, the Unit member may request of the appropriate administrator, a temporary location change until the problem is alleviated. In the event that there is a campus-wide temperature problem, the Campus Provost shall make a determination as to the correct course of action. A policy will be established that will enable the Unit member to obtain help from a central location.

D. Teaching Program.

1. Regular teaching load classes shall be scheduled within an eight (8) hour workday except when the Unit member requests and receives the appropriate dean's approval to do so and/or is assigned an evening class. However, the intent will be to schedule the teaching program within six (6) hours when possible. No more than three (3) clock hours shall be scheduled consecutively for classes in a Unit member's program, except in those laboratory, field, and clinical situations where longer periods are necessary to satisfy subject requirements (for example, nursing, dental hygiene, and mental health) unless a Unit member who prefers more than three (3) consecutive clock hours in a teaching schedule so requests and receives the appropriate dean's approval. No teaching Faculty member's cummulative daily assignment may exceed thirty-six (36) hours per week for a regular program.

2. No Unit member shall be required to be on the job more than five (5) days each week. Except for commencement exercises and convocations of the College, specially compensated College activities which normally occur on weekends, or for those Unit members who so choose, the regular load schedule should not include assignments on Saturdays or Sundays.

A Unit member who has no scheduled classes, scheduled conference hours or other duties such as meetings called by his/her immediate supervisor, committee chairpersons or appointments made with students for conferences shall not be required to be present on a Campus. The College shall seek to arrange Unit members' programs so as to allow them to pursue professional activies which relate to or enhance their academic

effectiveness, providing injury is not done to the academic program and/or students.

3. Point load will not be reduced because of class size unless it is clearly so specified in the point load formula of the academic unit.

E. Determination of Seniority.

Seniority of Faculty members is based on the date of beginning full-time employment as a member of the Unit. When two (2) Unit members join the Unit on the same date, seniority will be granted to the one having the earlier date of non-Unit employment by the College, or date of appointment letter, in that order.

F. Application of Seniority to Regular Work at the College.

A seniority list shall be posted by academic department chairpersons or immediate supervisors on October 1, February 15, and July 1 of each year in a conspicuous place in each academic unit. The seniority list shall be revised as necessary during the year by the academic department chairpersons or immediate supervisors to reflect changes in the academic units membership as a result of resignations, retirements, transfers, etc. Scheduling of courses and assignments by the appropriate dean with the advice of the department chairperson or immediate supervisor of regular academic programs during the academic year shall be based on the following in the order listed:

1. availability of work.

2. qualifications of the Faculty member, excluding those criteria used to determine seniority.

3. seniority.

a. a senior Faculty member may not exercise a choice of a second elective course within his subject or field of teaching within his program each semester until other department members qualified in the same subject or field have made a first choice of electives in the order of their seniority. The same principle of alternating choices shall apply until all electives shall have been assigned.

b. in the event that two (2) or more department members wish to have a particular pattern of days or hours, then the most senior shall have priority; and assignments to programs shall proceed in order of seniority.

c. all Faculty shall have an obligation to teach

their fair share of subjects within the general education core taught by their departments.

G. Assignment of Unit Members to Overload.

The College will adhere to the following procedures for all persons who are assigned to overload:

1. Unit members are eligible and will be considered for overload assignments in all administrative divisions of the College.

2. The assignment of interested Unit members to overload positions in any division of the College will be the sole perogative of the dean of the division concerned after consultation with the appropriate department chairperson, academic division dean, or immediate supervisor.

H. Maintenance of Effective Employment Conditions.

The Board shall make every effort to provide all Faculty peaceful, secure, sanitary, undisturbed working conditions for their teaching and other assigned duties. A Faculty member shall have the right to exclude from his classes or other area of work any student or person who in his judgement endangers the peaceful and secure conditions of the Campus or area. In the event that the Faculty member is unable to effect exclusion and in his judgement cannot carry on the class or duty, he shall dismiss the class or cancel the other duties and report the situation to his immediate supervisor.

The situation shall be subject to review by the academic unit head or other immediate supervisor, the appropriate dean, and the Union Faculty shall work only in unhazardous conditions.

I. Due Notice of Non-Reappointment and Non-Return.

Faculty members shall attain permanent tenure in the Unit in accordance with the following regulations:

The initial appointment which shall be by written contract shall be of a probationary nature. If the appointment begins before January 1 of an academic year, the employee will receive credit for one full year of service at the end of that academic year. If the appointment begins after January 1 of the academic year the employee will complete his or her first full year of service at the conclusion of the next academic year. With the exception of an appointment made to replace a

unit member on an approved leave such appointment shall be automatically renewable for additional periods of one (1) full academic year, unless the President shall give written notice of the non-renewal of appointment for any succeeding academic year as follows:

1. Not later than March 1, during the initial period of probationary appointment.

2. Not later than December 15 of the second year of probationary appointment.

3. At least twelve (12) months before the termination of an appointment during the third, fourth, and fifth years.

The length of probationary appointment shall be five academic years.

4. Unless a Unit member is notified of his termination prior to the completion of his/her fifth year in the College, if the President recommends retaining a person for the sixth year of the College, he shall also recommend his election to tenure in the College. Election to tenure by the Board of Trustees of the College shall as provided by the Bylaws, but such election shall not change a Unit member's placement on the salary schedule.

5. Retirement or Resignation.

The unit member should make every effort to notify the appropriate dean in writing by May 1 for the fall semester and October 1 for the following spring semester if he does not plan to return.

J. Personnel Records for Faculty.

All Faculty records shall be maintained under the following circumstances: (These circumstances, however, do not apply to pre-employment references sent to the College.)

1. All personnel information shall be recorded. No evaluative material shall be placed in the files unless the employee acknowledges that he has read such material by affixing his signature on the actual copy to be filed -- with the clear understanding that such signature signifies only that he has read the material to be filed; such signature shall not indicate agreement or disagreement with the content of the material. If an individual refuses to sign the material under these conditions, the material should be filed with a notation of the refusal.

2. Upon request by a Unit member, he shall be given access to his personnel file without delay. At his written request each Unit member shall be furnished, without cost, a copy of any material in his file. No items may be removed from a Unit member's filed except for brief inspection or copying.

3. The Faculty member shall have the right to petition first through the administration and then, if necessary, through the Grievance Procedure for removal from his file of any false or irrelevant meterial.

4. The Faculty member shall have the right to answer any material filed and have his answer attached to the file copy.

5. Any material having an effect on the assignment or promotion of a Unit member shall be documented by material in his/her personnel files.

6. A Unit member may insert in his/her file any material he/she deems appropriate.

7. Whenever any information in a Unit member's personnel folder is released outside of the College, the person involved shall be informed in writing.

8. Work study students shall not handle personnel or payroll records of Unit members.

K. Non-Tenured Faculty

Each non-tenured Unit member shall be provided with written evaluations of his performance, based on two (2) to four (4) observations and regular consultations with and supervision by his department chairperson during each of his probationary years.

The department chairperson or immediate supervisor and tenured Faculty members of the department/divison shall recommend to the appropriate dean a non-tenured member's reappointment or non-reappointment for the second, third, fourth, fifth and sixth year.

L. Royalties

Any Unit member may receive royalties or other payments on account for commercially or privately published or printed books, references, manuals, and audio-visual materials used under the auspices of the College with the proviso that no College materials or equipment be used at any time or the services of the staff be used during their regular working hours except

with the approval of the Administration.

Adoption of such material for a course must be voted by a clear majority of the department and approved by the Administration, based on the Administration's evaluation as to its quality and appropriateness.

In addition it should be understood that the College undertakes no liability for violation of copyrights.

M. Registration and Advisement Duties.

1. Faculty will be available to advise their assigned advisees during each semester.

2. Faculty will be available during each pre-semester open registration period to assist appropriately in advisement and registration as required but not to exceed a maximum of ten hours per unit member at each registration period.

N. Non-Availability of Work

1. Seniority and qualifications to teach subjects offered in the College and to perform needed services as counselors and librarians will be the basis for determining the order of Unit member release if this becomes necessary because of budgetary considerations, decreased enrollments, or requirements for specific technical specialities. In all cases, part-time Faculty in the area of Unit members' competence will be released before the Unit member.

2. If a tenured Unit member is released in accordance with the above, the released Unit member's place will not be filled by a replacement within a period of two (2) years, unless the released Unit member has been offered reappointment and a reasonable time within which to accept or decline it.

3. Qualification to teach. Each department will establlish specific qualifications to teach each course it offers. These qualifications shall be subject to the approval of the Dean of Faculty after review by the Executive Board of Local 1980.

4. If a reduction in force becomes necessary, the Board of Trustees may draw up a plan to avoid layoffs by reducing the work load and salary -- pro rata -- among all members of the bargaining unit. Such a plan, to implement a partial layoff of unit members, may only be adopted and used if after a reasonable opportunity to review the plan and to present it to all bargaining unit members the Union approves of the plan. Approval may be given by the Union only through a written statement to that

effect.

O. Mileage Reimbursement.

1. When required as part of his/her regular load to teach at more than one (1) geographical location in a calendar day, a Unit member will be reimbursed for mileage at the approved rate ($.24 per mile) for necessary travel other than to his first assignment and home from his last. If a Unit member requests and is granted a regular load which would involve teaching at two (2) different locations, no mileage reimbursement will be given. For reimbursement purposes, the Board will develop a list of approved mileages. The list will be a compilation of accurately determined mileages from the Campus to each location used by the College and such other locations that may be regularly visted by Faculty members on College business. Parking fees will be paid where free parking is not reasonable available.

2. Each academic unit will develop a travel policy pertaining to professional conferences and meetings. Such policies will be published by the Unit's supervisor after approval by the divisional dean.

P. Evaluation of Unit Member's Performance.

The Administration and the Faculty of the College recognize that maintaining the highest possible level in quality of instruction is our first priority. Furthermore the Administration and the Faculty of the College recognize that the basis for quality instruction is the relationship between faculty member and student. In order the insure the achievement and continuation of these high standards a joint committee composed of three (3) members selected by the Administration and three (3) members selected by the Executive Board of Local 1980 will recommend by December 1986 for the approval of the President of the College a system designed to assure on-going quality of classroom instruction. In designing this system the committee will solicit and receive recommendations from each academic department of the College.

Q. Discipline.

A Unit member may be disciplined for just cause. A member who is suspended, demoted, or discharged shall, at the time of such suspension, demotion, or discharge, by provided with a written explanation of the series of events which led to the suspension, demotion, or discharge.

In the event that the Unit member desires to appeal, the following procedures will apply:

STEP 1. An appeal may be taken to the Chancellor within ten (10) week days following the suspension, demotion, or

discharge. The appeal shall be in writing, signed by the Unit member and shall state specifically the grounds on which the appeal is based.

If a written appeal is taken by the Union on behalf of the Unit member, It shall be signed and dated by both the individual Unit member and the Union President or his designated representative.

Whenever an appeal is presented without the intervention of the Union, the Chancellor shall furnish a copy thereof to the President of the Union. The Chancellor shall arrange with all parties concerned for the time and place of a conference within ten (10) week days of such written appeal. A decision on the appeal, setting forth the reasons therefor, shall be submitted to the person concerned and the President of the Union, in writing, within ten (10) week days thereafter.

The Union President or his representative shall have the right to be present at the time the appeal is heard whether or not the Union has filed the appeal unless the Unit member requests otherwise; the Union shall also have the right to represent the Unit member upon his/her request.

STEP 2. If the issue has not been satisfactorily resolved at STEP 1, a further appeal may be taken to the President of the College within ten (10) week days following completion of STEP 1. The appeal shall be in writing and duly signed by the person concerned and shall state specifically the grounds on which the appeal is based, and why the disposition of the matter at STEP 1 is deemed unsatisfactory by the Unit member. If the appeal is taken by the Union on behalf of a member, it shall be signed by the indivisual concerned and the Union President or his designated representative. Whenever a written appeal is presented without the intervention of the Union, the President of the College shall furnish a copy thereof to the President of the Local Union.

The President of the College shall arrange with all parties concerned for the time and place of a conference on the appeal within ten (10) week days of its receipt. A decision, setting forth the reasons therefor, shall be submitted to the individual concerned and to the Presidsent of the Local Union, in writing, within ten (10) week days thereafter.

The Union President or his representative shall have the right to be present at the time the appeal is heard whether or not it was filed by the Union, unless the Unit member requests otherwise. The Union shall also have the right to represent the Unit member upon his request.

STEP 3. If the issue has not been satisfactorily resolved in STEP 2, a written appeal may be taken to the Board of Trustees within ten (10) week days following completion of STEP 2.

The appeal shall be in writing and duly signed and dated by the Unit member, and shall state specifically the grounds on which the appeal is based, and why the disposition of the appeal pursuant to STEP 2 is deemed unsatisfactory by the Unit member.

Within ten (10) weeks days of such appeal, the Board or its designated committee shall meet with the President of the Union or his designated representative and the Unit member concerned to discuss the issue, unless the Unit member requests that no third party be present. The Board shall communicate its decision, which shall be final, in writing, to the Unit member and to the Union representative within ten (10) week days thereafter.

If upon appeal, it is determined that neither suspension, demotion, or discharge was warranted, the Unit member shall be restored to full salary and all benefits, privileges and rights held prior to his/her suspension, demotion, or discharge, including any back pay withheld during the period of suspension, demotion, or discharge. The Board may, upon a finding that discharge was unwarranted, reduce said sanction to a suspension for a fixed period.

R. Emergency Cancellation of Classes.

Unit members will report to normal assignments at all times unless they are notified by means of a telephone ladder or through the public media.

S. Complaints.

An employee shall be notified of any written complaint by any student, parent, or other person or any oral complaint if said oral complaint is used as a basis for classroom observation or evaluation of a Unit member.

The Unit member shall be given an opportunity to confront the complainant and shall have the right to be represented by the Union at any meetings or conferences regarding such complaints.

ARTICLE VIII
LEAVES

A. Leaves with Pay.

1. Sabbatical Leave

a. The President shall have the authority, with the approval of the Board, to grant leaves of absence to tenured Unit members for a period not to exceed one (1) year for resident study, research and writing, travel, or other purposes designed to improve the services of the Faculty member to the College.

b. A sabbatical leave may be granted at the completion of seven (7) or more years of service at the request of the Unit member, subject to established criteria, approved by the President, and limitations of the budget. A sabbbatical leave granted under this section shall be a bar to any further sabbatical leave until after the completion of at least seven (7) years of additional service, unless the leave was for one-half (1/2) year, in which case, the second half-year may be awarded without time consideration. If it shall become necessary in the granting of sabbatical leave to choose between two (2) or more applicants whose qualifications are substantially equal, the selection shall be determined, first, on the basis of qualifications as determined by the Faculty Senate Sabbatical Leave Committee and, second, on the basis of seniority.

c. A Unit member on sabbatical leave shall receive one-half (1/2) of his base salary for an academic year. The number of Unit members who will be permitted to take sabbatical leave each year will be three (3) percent of the Unit at the beginning of the contract period. The deadline date for sabbatical leave applications will be January 1. However, if the nunmber of Faculty members granted sabbatical leave from among those who apply by January 1 is below three (3) percent of the total of Faculty members, additional applications for sabbatical leave may be filed prior to Novem ber 1 of that year for the subsequent spring semester only. Faculty members should be notified if conditions for such an extension do occur.

d. Upon the expiration of leave granted pursuant to this section, the Faculty member shall be returned to the position and the Campus he formerly occupied.

e. When a sabbatical leave is granted, the absence shall not be construed as a break in service.

f. During the period of sabbatical leave, each Unit member shall be entitled to all of the privileges and opportunities which he would enjoy if he were on active duty. He shall be considered for assignment on the same basis as if he had been on active duty. Upon his return from leave, he shall have the same right of returning to the position and the Campus he occupied prior to his leave which he would enjoy had he remained on active duty.

g. Any Unit member to whom sabbatical leave is granted shall be required, as a condition of the granting of the leave, to agree to return to the service of the Community College of Baltimore for at least one (1) year following the expiration of his leave. As an option to this service requirement, any individual may, if he so elects, return to the City of Baltimore the salary which he received during the period of leave.

h. Each Unit member, upon return from sabbatical leave, shall make a report of his activities during the period of leave, if requested by the President.

i. Accrued service shall not entitle any person to more than two (2) semesters of sabbatical leave in a period of eight (8) consecutive years.

1. A study leave of one (1) year in length or a military leave of two (2) years in length shall not be construed as breaking the continuity of service, but neither is it to be counted as part of the seven (7) year service requirement.

2. A sabbatical leave shall be granted only to those persons who have been on active duty during the year immediately preceding the sabbatical leave year, and who are on active duty at the time the leave is to be effective.

3. Satisfactory service shall be construed as meaning service of such length and quality for a full service salary increment each year.

j. Persons on sabbatical leaves may not enter into gainful employment except as part of the approved program.

However, a waiver of this provision could be requested of the Board of Trustees, if, in the opinion of the President, unanticipated events cause a financial crisis for the person on sabbatical.

2. Sick Leave.

a. Annual Sick Leave.

One and one-half (1-1/2) days of paid sick leave shall be granted to each full time Unit member for each month of completed service. Sick leave may be used during any period in which the Unit member is employed full-time and becomes physically incapacitated due to accident or illness. Sick leave shall be considered active service. All sick leave is subject to verification. A Unit member who is pregnant may continue to work until the date of birth of the child. Sick leave with pay shall be granted for pre- and post-natal disability to an employee who is disabled to such a degree that she is unable to provide services to the employer. The employer and the Union recognize that this disablement will occur in most cases during the period four (4) weeeks before delivery and six (6) weeks after delivery. The use of sick leave shall be in addition to

the right of parental leave.

b. Accumulation of Sick Leave.

Each Faculty member may accumulate an unlimited number of sick-leave-at-no-loss-of-pay days. A tenured Faculty member who has exhausted his sick leave may be advanced additional sick leave consistent with the policies of the Board of Estimates of the City of Baltimore.

c. Payment of Unused Sick Leave.

Upon retirement from the College, with twenty (20) years or more of service in the Retirement System or at the College, or death after otherwise becoming eligible for retirement, a Unit member, or his estate, shall receive a lump sum payment equal to twenty-five (25) per cent of the unused portion of his accumulated sick leave.

d. Accident Injury Leave.

Time lost due to job related injuries or accidents which disable an employee shall be compensated for in accordance with the Workmen's Compensation Law of Maryland.

3. Leave for Personal Business.

Each Unit member will accrue and be credited one (1) day of personal leave on July 31, November 30, and March 31 of each year.

Personal leave shall be used and charged in full-day increments. Requests for half-day personal leave will be honored only upon the certification of the department c hairperson or immediate supervisor with the approval of the appropriate dean.

Personal leave requests are to be submitted for approval to the appropriate supervisor at least two (2) working days in advance except in emergencies. Personal leave requests will not be unreasonably denied. If a Unit member wishes to appeal a denial of leave request, the decision will be reviewed by a two (2) person committee composed of one administrator appointed by the President, and one Faculty member appointed by the Union. If a split vote results, the matter will be referred to the Labor Commissioner for resolution.

Personal leave to accrue during the fiscal year may be anticipatted and granted in advance of its actual accrual, subject to an accounting before the end of the final pay period of the fiscal year. No more than three (3) days Personal Leave may be used in any fiscal year and this leave may not accumulate from year to year.

4. Leaves of Absence to Attend Professional Meetings or to Receive University Degrees.

a. Purpose.

The President may approve short leaves of absence with pay to permit Unit members to attend professional meetings, receive a higher degree from a college or university, sit for final doctoral orals, write doctoral comprehensive examinations (one day annually only), or for other purposes contributing to the professional growth and development of the Unit member. The President may require the submission of a request for such leave, but this request need not be submitted more than fifteen (15) days prior to the first day of the leave.

b. Reimbursement of Expenses.

When a Unit member is granted approval by the President for a leave of absence as specified in 4.a. above, except for the purpose of receiving a higher degree or sitting for doctoral examinations, he shall be reimbursed for such portion of his expenses as shall be stated at the time the leave is granted.

5. Special Leaves of Absence With Pay.

a. Funeral Attendance.

The President shall approve short leaves of absence with pay not to exceed four (4) days, to permit a Faculty member to attend the funeral of a deceased parent, guardian, spouse, child, brother, sister, or grandparent.

The President shall approve short leaves of absence with pay, not to exceed one (1) day, to permit a Faculty member to attend the funeral of a relative (other than those specified in paragraph above).

b. Jury Duty and Court Attendance.

A Unit member shall suffer no loss of pay or leave when he is required to serve as a juror.

A Unit member shall suffer no loss of pay or leave when he must attend court under subpoena, provided that he is neither a plaintiff nor a defendant in the court matter. However, if he is a party to the court matter as a direct result of his duties at the College, he shall suffer no loss of pay or leave.

6. Leave Provision for Unit Member on Twelve-month Assignments.

A Unit member whose primary duty is other than teaching and who has a twelve (12) month assignment is granted annual leave, holidays, personal leave, and compensatory time according to

the Following:

a. Annual Leave

(i) Two (2) days vacation per month employed: twenty-four (24) working days per year as annual leave, plus six (6) days Winter Vacation and four (4) days Spring Vacation, exclusive of holidays.

(ii) All leave time that is allotted to a Unit member for Winter and Spring vacations must be taken during the vacation periods that are set aside on the College calendar for those holidays. If Winter or Spring vacation leave is not taken as scheduled it will be forfeited. The College will release all unit members who qualify for and wish to take Winter or Spring vacation leave; no employee who is entitled to leave during those periods shall be denied the time off.

(iii) Annual leave must be scheduled through the appropriate supervisor to insure that the College continues to operate in orderly fashion throughout the year. Request for use of annual leave time shall not be unreasonably denied.

b. Annual Leave Additions.

Compensatory time shall be granted a twelve (12) month Unit member who is required by his supervisor, dean, and/or the President to work during Winter and/or Spring Vacation -- to a maximum of ten (10|) days.

c. Holidays.

All Holidays on the College Calendar indicated with the phrase "College Closed" as well as the Friday after Thanksgiving Day shall be granted twelve (12) month employees.

d. Compensatory Time.

A twelve (12) month Unit member whose work involves scheduled hours beyond his regular work week (e.g., Saturdays in the library) shall receive compensatory time.

e. Accumulation of Leave.

A twelve month Unit member may accumulate unused vacation days to a maximum of 144 days. Unit members whose leave balances as of June 30, 1982 exceed 144 days shall not have their accumulated leave balance reduced below their June 30, 1982 accumulation.

B. Leaves Without Pay.

1. Professional Leaves of Absence.

a. Any tenured Faculty member mayh be granted upon his request, which shall not be unreasonably denied, up to one (1) year's leave of absence without pay, and up to an additional year's leave upon request for advanced study, research, or writing, exchange teaching, travel, or any other professional experience (including non-Unit employment in the College) which is related to his field of teaching or employment or which will improve his professional competence.

b. Applications for professional leave or extensions require approval of the appropriate Cabinet Level Officer with the advice of the department chairperson or immediate supervisor, and shall be filed with the appropriate Cabinet Level Officer not later than March 1 or October 1, preceeding the semester that the leave shall become effective.

c. Benefits or rights accumulated by a Faculty member prior to the effective date of the leave of absence shall be carried forward and credited to the Faculty member upon his return. When a leave has been granted under this section, the absence shall not be construed as a break in service insofar as seniority is concerned.

d. A Unit member returning from a professional leave of one (1) year or less shall have the right to return to the department which he left. If the period of such leave is more than one (1) year, then he shall have the right to employment in the first position in his field which becomes available after the termination of his leave.

e. The President of the College may at his discretion apply any or all of the provisions under B.1 to an untenured Unit member.

2. Parental Leave.

A Unit member upon request shall be granted a parental leave of absence to rear a child under the age of five years who is his/her child by birth, or adoption or for who he/she has assumed legal responsibility. Parently leave shall not exceed two (2) years.

If the period of parental leave is less than one (1) year, then the Unit member shall have the right to return to his/her former position at the beginning of the next semester or earlier prearranged date.

If the period of parental leave exceeds one (1) year then he/she shall have the right to employment in the first position in his/her field available after the termination of leave.

Absence on parental leave shall not be construed as a break in service.

The use of parental leave herein provided shall be in addition to any sick leave.

A parental leave may be terminated at the request of the Unit member.

3. Military Leave.

a. A Unit member who is drafted, or is otherwise called to active duty or who leaves his position for extended active duty in the military service of the United States during a state of war or national emergency, shall be granted a military leave for the duration of his military obligation. He shall be entitled to return to his position at the College he left.

b. During the period of such authorized military leave, the Board will continue to pay all required Unit member contributions to the fund of the Retirement System.

c. Restoration shall be at the rank and grade held at the beginning of military leave, plus any advancement in salary steps that the Faculty member would have been granted had he been continuously employed and complied with requirements for salary step increases.

d. A Unit member whose spouse is drafted or is otherwise called to active duty or who is called for extended active duty in the military service of the United States during a state of war or national emergency shall be granted a military leave without pay for a period not to exceed two (2) years. If the period of leave is less than one (1) year, the Unit member shall have the right to return to his/her former position at the beginning of the next semester or earlier prearranged date. If the period of such leave is more than one (1) year, he/she shall have the right to employment in the first position in his/her field which becomes available at any campus after the termination of his/her leave. Such leave shall not be construed as a break in service.

4. Extended Personal Leave of Absence.

A tenured unit member may, upon proper application, be granted an extended leave of absence without pay, not to exceed one (1) academic year. Midway in his leave or before, the Unit member may request an extension of this leave under the same conditions. Upon expi ration of his leave, the member shall be returned to the position which he formerly occupied; the leave shall not be construed as a break in service.

C. Statement of Leave

The Board will provide Unit members with a statement of individually accrued sick leave, personal leave, vacation time and compensatory time during the first month of each semester.

ARTICLE IX
SALARY AND RATES OF PAY

A. FY 1987 and 1988 Salary Schedules for Local 1980

1. Effective July 1, 1986:

Step	Professor	Associate Professor	Assistant Professor	Instructor
1	28,860	24,040	20,183	18,469
2	30,145	25,218	21,040	19,326
3	31,538	26,289	22,004	20,183
4	33,038	27,575	22,968	21,040
5	34,644	28,860	24,040	22,004
6	36,251	30,145	25,218	22,968
7	37,965	31,538	26,289	24,040
8	39,679	33,038	27,575	

	Lecturer			
	IV	III	II	I
1	18,469	15,577	13,113	12,149
2	19,326	16,220	13,756	12,578
3	20,183	16,970	14,292	13,113
4	21,040	17,720	14,934	13,756
5	22,004	18,469	15,577	14,292
6	22,968	19,326	16,220	
7	24,040	20,183	16,970	
8	25,161			

2. Effective July 1, 1987 all Unit members not on Step 8 will advance one full step on the above pay scale.

3. Effective January 15, 1983:

Step	Professor	Associate Professor	Assistant Professor	Instructor
1	30,016	25,002	20,991	19,209
2	31,352	26,228	21,883	20,100
3	32,801	27,342	22,885	20,991
4	34,360	28,679	23,888	21,883
5	36,032	30,016	25,002	22,885
6	37,703	31,352	26,228	23,888
7	39,485	32,801	27,342	25,002
8	41,268	34,360	28,679	

Lecturer

	IV	III	II	I
1	19,209	16,201	13,638	12,636
2	20,100	16,869	14,307	13,081
3	20,991	17,649	14,864	13,638
4	21,883	18,429	15,532	14,307
5	22,885	19,209	16,201	14,864
6	23,888	20,100	16,869	
7	25,002	20,991	17,649	
8	26,168			

4. No percentage or fixed reduction of any member's pay shall be made except for reduced schedule that is taken at the Unit member's option or as part of a partial layoff that is implemented with Union approval under Article VII, Paragraph N.4, of this Memorandum of Understanding.

B. Twelve-Month Unit Members.

The percentage of additional salary for Unit members on twelve (12) month assignment shall be set at twenty percent (20%) above their respective salary step.

C. Extra-Class Activities.

Unit members who are invited to serve the College in one of the following extra-class activities will be compensated by applying the point values indicated to load or according to the dollar amount indicated, at the option of the Unit member concerned:

Symphony Orchestra	3	$ 900
Music Department (planning and coordinating cultural programs)	6	1,300
Recital Scheduling & Planning	0.5	150
Art Gallery Director	3	900
Greenhouse Director	2	600
Play Director I	3	900
Play Director II	3	900
Head, Intramurals	3	900
Planetarium	3	900
Oral lHistorian	3	900

D. Advancement in Rank.

1. Normal advancement in rank will be effective at the beginning of the school year based upon the rank structure on September 1st of each year.

2. If an advancement in rank is denied for September 1 solely because of rank saturation, that advancement in rank shall be made the following January 1, if a vacancy has developed due to death, an unanticipated resignation, or an unanticipated transfer to an administrative position for an intended period of more than one (1) year. An advancement in rank shall not be denied on the basis of rank saturation until the rank reaches the prescribed percentage maximum.

3. Pay scale placement upon advancement in rank shall be as follows:

a. Annual increment shall be awarded in rank from which advancement in rank is being made (September promotion only).

b. Placement on schedule of new rank shall be at the next higher monetary level above normal placement at the previous rank.

4. A Unit member who is recommended for advancement in rank according to the policies and procedures set forth in Article IX, Section F, shall be duly informed of the reason if the advancement in rank is not granted in accordance with those policies and procedures.

E. Rank Structure.

1. All members of the Unit hold academic rank in one of the following categories:

Professor; associate professor; assistant professor; instructor; lecturer I; lecturer II; lecturer III; or lecturer IV. -3

2. Advancement in rank will be considered in order to achieve on September 1 of each year a total of 22 1/2% in the rank of professor, 22 1/2% in the rank of associate professor, 25% in the rank of assistant professor, and 30% in the combined ranks of instructor and lecturer.

Promotions shall be made whenever the number of unit members who are in a particular rank falls below the prescribed quotas. The College may, for a limited period of time, fail to promote unit members when the complement of Unit members in a particular rank falls short of a prescribed quota by one percent or less. In no event, however, may a complement in rank fall more than one percent under quota, nor may the complement stand at one percent or less under quota for more than twelve (12) consecutive calendar months without granting promotions sufficient in number to satisfy the quota for a particlular rank.

Advancements in rank which are considered and agreed upon shall take effect at the beginning of the school year, and are subject to budgetary limitations. A Unit member on an approved leave will be considered a member of the Unit in determining the rank structure, but his temporary replacement will not.

3. Advancements in rank will be based on criteria and procedures recommended by the Faculty Senate Committee on Academic Rank and Promotion and approved by the President of the College . The committee shall have representatives from both campuses.

4. The definition and promotional criteria for Lecturer I, Lecturer II, Lecturer III, and Lecturer IV are as described in the policies entitled Definition of a Lecturer and Promotional Criteria for Lecturer.

F. Work Load.

1. The work load of the teaching Faculty shall be expressed in terms of points. The work load of non-teaching Faculty shall be expressed in terms of clock hours.

2. A point is a unit that refers to a credit or equivalent, to an hour of work load related to scheduled and unscheduled classroom teaching duties, or administrative activities, or work involved in curriculum development, or extra curricular activities, or any combination thereof.

3. The normal work load of Unit members whose primary duties are other than classroom teaching shall be thirty-six (36) clock hours a week.

Because of the nature of the duties of lab instructors in the Science Department at the Liberty Campus their load will be calculated in terms of points, with a normal load being thirty-six (36) over the course of the year and the minimum being eighteen (18) for the same period.

4. a. For Unit members with the rank of instructor and above, whose primary duty is teaching (and Teaching Lecturers), the normal load shall consist of fifteen (15) points in each of the two (2) semesters, fall and spring, for a total of thirty (30) points for the academic year and a minimum of fifteen (15) points in teaching over the course of an academic year, which may be waived in the case of chairpersons of certain departments.

b. Each teaching Unit member is required to report to his/her department chairperson or immediate supervisor before the end of the first week of the second semester his teaching schedule and the resulting total points for the academic year.

1. Should a Unit member report a Spring teaching load which would result in an annual load of less than thirty (30) points, he may be assigned additional courses or additional work appropriate to a College Faculty member. If he/she is receiving extra remuneration -- except for coaching -- for working in any division of the College, he/she may elect to have that remuneration decreased by an amount equal to the number of points below an annual load of thirty (30) points (or thirty-six (36) points in the case of a Science Department lab instructor). In the event that an underload remains on April 15, a Unit member receiving extra remuneration for working in any division of the College will have that remuneration reduced by an amount equal to his/her underload (on the part-time scale) and pro-rated over his remaining extra-load pay checks.

2. Should a Unit member report a schedule load which would result in less than an annual load of thirty (30) points (or thirty-six (36) points in the case of a Science Department lab instructor), and he is not working for extra remuneration in any division of the College, he may be assigned additional courses or aditional work appropriate to a College Faculty member. If such an assignment is not accepted by the Unit member, he will have his base pay reduced by an

amount equal to his underload and prorated over his pay checks after the end of the spring semester.

3. In the assignment of extra work by the administration, first priority will be given to those Unit members who are not receiving remuneration for working in any division of the College.

4. A Unit member with points over thirty (30) at the end of the Agreement period, shall be remunerated for those points on the basis of $300 per point, (except Non-Teaching Lecturers who shall be remunerated on the basis of $190 per point above thirty-six (36).

5. In the calculation of overloads and underloads for the annual period covered by this Memorandum of Understanding, decimal fractions of a point will be rounded off to the nearest tenth.

c. A continuing departmental or divisional point-review committee shall make recommendations to the chairperson or immediate supervisor for class size, point values assigned to teaching of courses, extra preparation, coordination, etc., for the next Agreement period. The class size and point values assigned to teaching of courses, extra preparations, coordinations, etc., that shall obtain are the ones developed by the Dean of Faculty with the individual department chairperson, divison dean or immediate supervisor, and when the members of the departrment or division so desire, with one (1) representative of the departmental or divisional review committee. When the class size and/or point values for the teaching of courses, coordination, extra prpparation, etc., decided upon by the Dean of Faculty deviate significantly from the committee's recommendations, the reasons for the Dean's decision must be given to the committee in writing. Point formulas shall be determined May 1 for the following year. In all cases, remuneration for each preparation over three (3) shall be detailed in each Academic Unit's point formula Agreement. In the event the department considers the Dean's decision to be arbitrary or unreasonable, an appeal may be made within one (1) week to a special review panel of two (2) members, the chairperson of which will be the Director of Finance. When an appeal is made to him he will arrange for the department making the appeal to refer to him the other panel member who shall be a Unit member from a neutral department. The review panel will make a recommendation to the Dean of Faculty within one (1) week. If he does not satisfactdorily resolve the problem within one (1) week, the issue will

be referred to the Vice-President for Academic/Student Affairs for a decision.

d. Should non-teaching Unit members be assigned primary responsibility for a course section, the number of clock hours shall be reduced on a pro-rated basis, in accordance with the load provisions for teaching Unit members. (Non-teaching Unit members may assist teaching Unit members, but it is only when they assume primary responsibility for one (1) or more course sections that the load is reduced.)

5. Conferences and Meetings.

In addition to the normal point or clock hour load and those hours specified in Article VII, Section M, each Unit members is required to attendd Academic Unit and administrtative meetings as they are called during the academic year. Attendance at convocation and commencement is also required. Vacation days cannot be used on those occasions without prior approval of the appropriate dean. A Unit member whose primary duties are teaching shall post a schedule of office hours and classes, and be in his office available for conferences at least five (5) hours per week during each semester; in addition, the Unit member shall be available for conferences by appointment. Faculty are required to be on duty according to the provisions detailed in this Agreement within the semester limits set forth in the College Calendar adopted by the Board of Trustees, and with the addition of fulfilling assigned duties and attending scheduled meetings that may occur during the period between semesters. Vacation days cannot be used on those occasions without prior approval of the appropriate dean.

Failure to comply with the provisions enumerated above will result in loss of full pay for the day or days violations.

Any meetings scheduled between semesters will be announced prior to the Thanksgiving holiday.

6. Released Time

Released time shall be allocated according to the following:

a. Three (3) points each for the President of the Faculty Senate and the Corresponding Secretary of the Senate Executive Committee; also three (3) points in the spring semester for the Chairperson of the Academic Rank Committee; and six (6) points per semester for Union officials to be designated by the Union.

The persons who are to be given released time should, if possible, be named a month before the close of the previous semester, to facilitate orderly schedule arrangements. By September 1 of each year, the President of the Faculty Senate, the Corresponding Secretary of the Senate and the Chairperson of the Academic Rank Committee shall each file a proposed plan with the President of the College in which they shall describe the projects, activities and programs in which they intend to engage while on released time during the new academic year.

b. Department chairpersons shall be paid a differential of either seven (7) percent or eight (8) percent of their base salary. The differential for assistant chairpersons shall be four (4) percent.

c. All department chairpersons shall receive a minimum of three (3) points per semester for administrative duties. During the period of this contract, the chairpersons of the departments of Science, English, Speech and Foreign Languages, Business Administration, Urban Affairs, Dental Auxiliaries, and Psychology, shall recieve a minimum of six (6) points for administrativce duties per semester. During the contract period two (2) additional departments shall receive a minimum of six (6) points per semester for administrative duties. These two departments shall be selected under a system developed by the department chairpersons, divisional deans, and the Dean of Faculty. The assistant chairpersons shall receive three (3) points for administrative duties per semester.

It is the intent that some additional released time for chairpersons be made available on a basis to be determined by the chairpersons and approved by the President.

d. In addition to the five (5) conference hours required of all Unit members, department chairpersons will schedule some office hours for each day that the College is in session.

G. Substitute Pay.

When a Unit member is required by the divisonal dean to substitute for a Unit member on any approved leave, the substituting Unit member will be compensated on the basis of $300 per point unless he is underloaded for the academic year according to the point load formula for his Department or discipline., No payment for substitute work will be made until loads have been

assigned for the second semester.

H. Retirements.

All monies Unit members receive by virtue of employment at the Community College of Baltimore shall be subject to deduction for retirement benefits and included in the calculation of yearly pay for retirement purposes, subject to legislation and/or changes in the rules and regulations of the State Teachers Retirement System.

ARTICLE X
SCOPE OF THE AGREEMENT

This Agreement covers all matters relating to salaries, fringe benefits, and working conditions of members in the bargaining Unit. There shall be no unilateral reopening of this Agreement by either party during the life thereof.

The Board will continue in effect its presently existing policies and uniform practices with reference to salaries, fringe benefits and working conditions of Unit members which are not specifically covered by this Agreement.

ARTICLE XI
CONFORMITY TO LAW - SAVING CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by the law.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XII
DURATION OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall remain in effect for the period from July 1, 1986 through June 30, 1988.

ARTICLE XIII
NO STRIKE OR LOCKOUT

A. The provisions of Article 1, Section 124 of the Baltimore City Code (1966 edition, as amended) prohibiting strikes, secondary boycotts and picketing are incorporated herein by reference.

B. The Union and its members, individually and collectively, agree that during the term of this Memorandum of Understanding there shall be no strikes, slow-ups or stoppage of work, and the College agrees that there shall be no lockout.

C. In the event of an unauthorized strike, slow-up or stoppage, the College agrees that there will be no liability on the part of the Union, provided the Union promptly and publicly disavows such unauthorized strike, orders employees to return to work, and attempts to bring about a proupt resumption of normal operations, and provided further that the Union notifies the College in writing within forth-eight (43) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

D. In the event that such action by the Union has not effected resumption of normal work practices, the College shall have the right to discipline, by way of discharge, or otherwise, any member of the Union who participates in such strike, slow-up, or stoppage, and no such disciplinary action shall be subject to the grievance procedure provided for in this Memorandum of Understanding.

ARTICLE XIV
MANAGEMENT RIGHTS

Notwithstanding any other provision contained herein (Municipal Labor Relations Ordinance), it is the exclusive right of the employer to determine the mission of each of its constituent agencies, set standards of services to be offered to the public, and exerciese control and direction over its organization and operations. It is also the right of the employer to direct its employees, to hire, promote, transfer, assign or retain employees in postions within an agency and in that regard to establish reeasonable work rules. It also retains the right to suspend, demote, discharge or take any other appropriate disciplilnary action against its employees for just cause, and in accordance with the provisions relating to Civil Service of Employer's Charter and other applicable laws; or to relieve its employees from duty in the event of lack of work, funds, or for other legitimate reasons. The provisions of this section shall be deemed to be a part of every memorandum of understanding reached between the employer and an employee organization provided however, that nothing contained in this section shall be deemed to deny the right of any employee to submit a grievance as defined in Section 120(f)(2) hereof.

Any memorandum of understanding reached between the employer and employee organization shall be subject to the provisions of the Charter or applicable ordinance concerning salaries, hours of work, fringe benefits, pensions and other conditions of employment (Ord. 251, 1963).

ARTICLE XV
PROCEDURE FOR FUTURE NEGOTIATIONS

Negotiations between the Board and the Union for a subsequent Agreement will be held between January 1 and March 1, prior to the expiration of this Agreement, and will include all matters of mutual concern regarding the Liberty Campus, the Harbor Campus, and the interrelationships thereof. Such negotiations shall be completed and a Memorandum of Understandfing reached by April 1. In the negotiations, the Union shall be represented by five (5) of its members.

ARTICLE XVI
RESPONSIBILITY OF THE UNIT MEMBER WITH RESPECT TO AGREEMENT AND WORK RULES

It is the responsibility of each Unit member to familiarize himself with the provisions of this Agreement and with the Work Rules issued by the administration of the College.

ARTICLE XVII
COLLEGE CALENDAR

The academic year shall begin on or about August 15 (to coincide with pay period dates) and end on or about June 15 and shall include 150 teaching days, in addition to time for advisement, testing and meetings. Total working days for Unit members whose primary duties are teaching shall not exceed 160 days.

Signed on this 10th day of September, 1986, in Baltimore, Maryland.

CITY OF BALTIMORE:

Jeffrey A. Austin, Labor Commissioner

Edward V. Kildon, Deputy Labor Commissioner

James S. Jeffers, Chairman, Board of Trustees, CCB

Joseph F. Durham, President, CCB

APPROVED BY THE BOARD OF ESTIMATES
Date SEP 17 1986
Deputy Comptroller & Clk. to the Board

Barbara L. Faw

Barbara L. Faw, Chancellor, CCB

H. William Hammond

H. William Hammond, Vice-President, CCB

R. Rodney Fields, Dean of Faculty/Provost, CCB

Cheryl Curtis

Cheryl Curtis, Labor Relations Administrator

Deborah Jowhar

Deborah Jowhar, Personnel Technician

Martin Kramer

Martin Kramer, Budget Analyst

APPROVED BY THE BOARD OF ESTIMATES

SEP 1 [illegible]86

Date

Deputy Comptroller & Clk. to the Board

AMERICAN FEDERATION OF TEACHERS, LOCAL 1980 NEGOTIATING TEAM

Forest Gossage, President, Local 1980

John Minion, Chief Negotiator, Local 1980

Lynda Tabron, Professor, Secretary, Local 1980

Susan Schuster, Vice-President, Local 1980

Walter Dean, Member, Negotiating Team, Local 1980

Eric Hallengren, Member, Negotiating Team, Local 1980

James Smith, Treasurer, Local 1980

APPROVED BY THE BOARD OF ESTIMATES
Date SEP 17 1986
Deputy Comptroller & Clk. to the Board

ERIC Clearinghouse for
Junior Colleges
8 July 1988